



FULLY EXECUTED - CHANGE 6

Contract Number: 4400024406

Original Contract Effective Date: 05/20/2021

Contract Change Date: 05/04/2023

Valid From: 06/01/2021 To: 05/21/2023

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

Purchasing Agent

Name: Collett Jason

Phone: 717-346-3273

Fax: 717-346-3820

Your SAP Vendor Number with us: 103236

Supplier Name/Address:

VERITIV OPERATING COMPANY

4501 WESTPORT DR

MECHANICSBURG PA 17055-4842 US

Supplier Phone Number: 866-366-2310

Supplier Fax Number: 866-893-7192

Please Deliver To:

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

Contract Name:

Janitorial Paper Products

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
2	288568 Tissue, Facial, 2Ply, White, PCID1011	0.000	Case	34.80	1	0.00
Item Text Kimberly Clark # 21390, 60 boxes per case						
3	318523 TISSUE, TOILET, TYPE II, SZ1, PCID1007	0.000	Carton	22.32	1	0.00
Item Text Jumbo, 2,000 FT Long, White, 2 Ply, Essity # TJ0922A, 12 Rolls Per Carton - Was thought to be discontinued, but product is still available. Item was reactivated.						
5	318526 TISSUE, TOILET, TYPE I, SZ1, PCID1007	0.000	Carton	31.20	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



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Original Contract Effective Date: 05/20/2021

Contract Change Date: 05/04/2023

Valid From: 06/01/2021 To: 05/21/2023

Supplier Name:

VERITIV OPERATING COMPANY

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text						
Service Roll, White, 2 Ply , Kimberly Clark #13217, 80 Rolls Per Carton						
6	330324 TISSUE,TOILET,TYPEII,SZ2,PCID1007	0.000	Carton	21.00	1	0.00
Item Text						
Mini/Junior, 1,000 FT Long, White, 2 Ply, Morcon #M99, 12 Rolls Per Carton						
(Was used as substitute for 318523 when that item was thought to be discontinued. No longer an issue.)						
8	318529 TOWEL,CTRPULL,7.7"X11.8"X519',2PLY,WHT	0.000	Carton	18.36	1	0.00
Item Text						
Morcon #C6600, 6 Rolls Per Carton						
10	318539 TOWEL,C-FOLD,CLASS IA,PCID1008	0.000	Carton	20.16	1	0.00
Item Text						
White, 1 Ply, Kimberly Clark #1500, 16 Packs Per Carton						
12	318536 TOWEL,MULTIFOLD,CLASSII,PCID1008	0.000	Carton	16.16	1	0.00
Item Text						
White, 1 Ply, Essity #420483, 16 Packs Per Carton (can replace 322498 since that is discontinued)						
13	288570 TOWEL,MULTIFOLD,CLASSII,PCID1008	0.000	Case	13.92	1	0.00
Item Text						
Natural, 1 Ply, Essity #MK520A, 16 Packs Per Case - (can replace 288569 as that is discontinued)						
14	330408 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Carton	22.02	1	0.00
Item Text						
800 FT Long, 1.625 Inch Core, White, 1 Ply, Georgia Pacific #26601, 6 Rolls Per Carton						
15	271650 TOWEL,ROLL,CLASSIV,SZ2,PCID1008	0.000	Case	43.74	1	0.00

Information:	
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Valid From: 06/01/2021 To: 05/21/2023

Supplier Name:

VERITIV OPERATING COMPANY

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text 800 FT Long, 1.75 Inch Core, White, 1 Ply, Georgia Pacific #89460, 6 Rolls Per Case						
16	290902 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Case	24.72	1	0.00
Item Text 1,000 FT Long, 2 Inch Core, White, 1 Ply, Essity #RB1002, 6 Rolls Per Case						
18	330320 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Carton	42.96	1	0.00
Item Text 425 FT Long, 1.5 Inch Core, White, 1 Ply, Kimberly Clark #1080, 12 Rolls Per Carton						
19	330321 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Carton	31.44	1	0.00
Item Text 580 FT Long, 1.75 Inch Core, White, 1 Ply, Kimberly Clark # 12388, 6 Rolls Per Carton						
20	330318 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Carton	35.52	1	0.00
Item Text 950 FT Long, 1.75 Inch Core, White, 1 Ply, Kimberly Clark #2000, 6 Rolls Per Carton						
22	330341 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Carton	54.12	1	0.00
Item Text 1,000 FT Long, 1.5 Inch Core, White, 1 Ply, Kimberly Clark #1000, 12 Rolls Per Carton						
23	330325 TOWEL,ROLL,CLASSIV,SZ3,PCID1008	0.000	Carton	54.18	1	0.00
Item Text 1,150 FT Long, 1.75 Inch Core, White, 1 Ply, Kimberly Clark #25702, 6 Rolls Per Carton						
24	322456 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Case	18.06	1	0.00
Item Text 800 FT Long, 2 Inch Core, White, 1 Ply, Morcon #W6800, 6 Rolls Per Case						

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
27	361078 NAPKIN, 6 X 13.5, ONE PLY, WHITE	0.000	Case	0.00	1	0.00

Item Text

Replaces Line Item #1 318519 Veritiv #10473802 Essity #D30528B . New item Veritiv #10895632, Morcon D20500 and contains five hundred napkins per pack and includes 20 packs per case.

General Requirements for all Items:

Header Text

This contract is for Janitorial Paper Products which include, paper towels, toilet tissue, and facial tissue. This contract is used by all Commonwealth agencies. This contract replaces contract 4400015355.

DGS has chosen to not include Item number three (3) (Material # 318522) on the BAFO Cost Submittal in the award of this contract.

Supplier Information:

Richard (Rick) Whitcomb
Veritiv Operating Company
4501 Westport Drive
Mechanicsburg, PA 17055
richard.whitcomb@veritivcorp.com

Contracting Officer:

Department of General Services
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Attn: James (Ben) Huffine
(ph) 717-346-3847
(fax) 717-783-6241
Email: jahuffine@pa.gov

On March 19, 2020, the Governor's Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The agency has determined through its internal approval process that this contract is critical to operations and the purchase does not violate the Governor's General Purchasing Ban. Additionally, the issuing agency conducted due diligence before issuing a solicitation via positive vendor affirmation and determined that there was sufficient competition due to the prevalence of teleworking allowing a preponderance of suppliers to have access to respond to the solicitation. The phased reopening of counties across the Commonwealth also allowed suppliers to respond to the solicitation in advance of execution of this Contract and work initiation dates. However, this does not alleviate agency responsibility to request approval to issue purchase orders against this Contract.
No further information for this Contract

Information:



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Original Contract Effective Date: 05/20/2021
Valid From: 06/01/2021 To: 05/31/2024

Supplier Name:
VERITIV OPERATING COMPANY

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Supplier Information:
Richard (Rick) Whitcomb
Veritiv Operating Company
4501 Westport Drive
Mechanicsburg, PA 17055
richard.whitcomb@veritivcorp.com

Contracting Officer:
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555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Attn: James (Ben) Huffine
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Purchasing Agent

Name: Huffine James

Phone: 717-346-3847

Fax: 717-346-3819

Your SAP Vendor Number with us: 103236

Supplier Name/Address:

VERITIV OPERATING COMPANY

4501 WESTPORT DR

MECHANICSBURG PA 17055-4842 US

Supplier Phone Number: 866-366-2310

Supplier Fax Number: 866-893-7192

Please Deliver To:

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

Contract Name:

Janitorial Paper Products

Payment Terms

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Issuance Date:

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	318519 NAPKIN,6"X13.5",1PLY,WHITE	0.000	Carton	25.76	1	0.00
Item Text Morcon #D20500, 16 packs per carton						
2	288568 Tissue,Facial,2Ply,White,PCID1011	0.000	Case	34.80	1	0.00
Item Text Kimberly Clark # 21390, 60 boxes per case						
3	318523 TISSUE,TOILET,TYPEII,SZ1,PCID1007	0.000	Carton	22.32	1	0.00
Item Text Jumbo, 2,000 FT Long, White, 2 Ply, Essity # TJ0922A, 12 Rolls Per Carton						

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

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Valid From: 06/01/2021 To: 05/31/2024

Supplier Name:

VERITIV OPERATING COMPANY

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
4	318524 TISSUE,TOILET,TYPEII,SZ1,PCID1007	0.000	Carton	25.62	1	0.00
Item Text Jumbo, 4,000 Ft Long, White, 1 Ply, Essity #TJ1212A, 6 Rolls Per Carton						
5	318526 TISSUE,TOILET,TYPEI,SZ1,PCID1007	0.000	Carton	31.20	1	0.00
Item Text Service Roll, White, 2 Ply , Kimberly Clark #13217, 80 Rolls Per Carton						
6	330324 TISSUE,TOILET,TYPEII,SZ2,PCID1007	0.000	Carton	21.00	1	0.00
Item Text Mini/Junior, 1,000 FT Long, White, 2 Ply, Morcon #M99, 12 Rolls Per Carton						
7	144015 TISSUE,TOILET,TYPEII,SZ2,PCID1007	0.000	Case	25.68	1	0.00
Item Text MINI/JUNIOR, 2,000 FT LONG, WHITE, 1 PLY, Essity #TJ0912A, 12 rolls per case						
8	318529 TOWEL,CTRPULL,7.7"X11.8"X519',2PLY,WHT	0.000	Carton	18.36	1	0.00
Item Text Morcon #C6600, 6 Rolls Per Carton						
9	322498 TOWEL,C-FOLD,CLASS IB,PCID1008	0.000	Case	15.68	1	0.00
Item Text White, 1 Ply, Essity #250630, 16 Packs Per Case						
10	318539 TOWEL,C-FOLD,CLASS IA,PCID1008	0.000	Carton	20.16	1	0.00
Item Text White, 1 Ply, Kimberly Clark #1500, 16 Packs Per Carton						
11	288569 TOWEL,C-FOLD,CLASS IB,PCID1008	0.000	Case	16.80	1	0.00

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Supplier Name:

VERITIV OPERATING COMPANY

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text Natural, 1 Ply, Essity #CK590, 16 Packs Per Case						
12	318536 TOWEL,MULTIFOLD,CLASSII,PCID1008	0.000	Carton	16.16	1	0.00
Item Text White, 1 Ply, Essity #420483, 16 Packs Per Carton						
13	288570 TOWEL,MULTIFOLD,CLASSII,PCID1008	0.000	Case	13.92	1	0.00
Item Text Natural, 1 Ply, Essity #MK520A, 16 Packs Per Case						
14	330408 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Carton	22.02	1	0.00
Item Text 800 FT Long, 1.625 Inch Core, White, 1 Ply, Georgia Pacific #26601, 6 Rolls Per Carton						
15	271650 TOWEL,ROLL,CLASSIV,SZ2,PCID1008	0.000	Case	43.74	1	0.00
Item Text 800 FT Long, 1.75 Inch Core, White, 1 Ply, Georgia Pacific #89460, 6 Rolls Per Case						
16	290902 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Case	24.72	1	0.00
Item Text 1,000 FT Long, 2 Inch Core, White, 1 Ply, Essity #RB1002, 6 Rolls Per Case						
17	288571 TOWEL,ROLL,PERFORATED,CLASSIII, PCID1008	0.000	Case	15.96	1	0.00
Item Text 150 FT Long, Natural, 2 Ply, Essity #HK1975A, 12 Rolls Per Case						
18	330320 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Carton	42.96	1	0.00
Item Text 425 FT Long, 1.5 Inch Core, White, 1 Ply, Kimberly Clark #1080, 12 Rolls Per Carton						

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
19	330321 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Carton	31.44	1	0.00
Item Text 580 FT Long, 1.75 Inch Core, White, 1 Ply, Kimberly Clark # 12388, 6 Rolls Per Carton						
20	330318 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Carton	35.52	1	0.00
Item Text 950 FT Long, 1.75 Inch Core, White, 1 Ply, Kimberly Clark #2000, 6 Rolls Per Carton						
22	330341 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Carton	54.12	1	0.00
Item Text 1,000 FT Long, 1.5 Inch Core, White, 1 Ply, Kimberly Clark #1000, 12 Rolls Per Carton						
23	330325 TOWEL,ROLL,CLASSIV,SZ3,PCID1008	0.000	Carton	54.18	1	0.00
Item Text 1,150 FT Long, 1.75 Inch Core, White, 1 Ply, Kimberly Clark #25702, 6 Rolls Per Carton						
24	322456 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Case	18.06	1	0.00
Item Text 800 FT Long, 2 Inch Core, White, 1 Ply, Morcon #W6800, 6 Rolls Per Case						

General Requirements for all Items:**Information:**



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Supplier Name:
VERITIV OPERATING COMPANY

Header Text

This contract is for Janitorial Paper Products which include, paper towels, toilet tissue, and facial tissue.
This contract is used by all Commonwealth agencies. This contract replaces contract 4400015355.

DGS has chosen to not include Item number three (3) (Material # 318522) on the BAFO Cost Submittal in the award of this contract.

Supplier Information:
Richard (Rick) Whitcomb
Veritiv Operating Company
4501 Westport Drive
Mechanicsburg, PA 17055
richard.whitcomb@veritivcorp.com

Contracting Officer:
Department of General Services
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No further information for this Contract

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Purchasing Agent

Name: Huffine James

Phone: 717-346-3847

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Your SAP Vendor Number with us: 103236

Supplier Name/Address:

VERITIV OPERATING COMPANY

4501 WESTPORT DR

MECHANICSBURG PA 17055-4842 US

Supplier Phone Number: 866-366-2310

Supplier Fax Number: 800-493-9250

Please Deliver To:

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

Contract Name:

Janitorial Paper Products

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

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1	318519 NAPKIN,6"X13.5",1PLY,WHITE	0.000	Carton	25.76	1	0.00
Item Text Essity # D3052B, 16 packs per carton						
2	288568 Tissue,Facial,2Ply,White,PCID1011	0.000	Case	34.80	1	0.00
Item Text Kimberly Clark # 21390, 60 boxes per case						
3	318523 TISSUE,TOILET,TYPEII,SZ1,PCID1007	0.000	Carton	22.32	1	0.00
Item Text Jumbo, 2,000 FT Long, White, 2 Ply, Essity # TJ0922A, 12 Rolls Per Carton						

Information:

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Item Text White, 1 Ply, Essity #250630, 16 Packs Per Case						
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Item Text White, 1 Ply, Kimberly Clark #1500, 16 Packs Per Carton						
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20	330318 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Carton	35.52	1	0.00
Item Text 950 FT Long, 1.75 Inch Core, White, 1 Ply, Kimberly Clark #2000, 6 Rolls Per Carton						
21	330319 TOWEL,PAPER,ROLL	0.000	Carton	30.00	1	0.00
Item Text Towel, Paper, Roll, 7.6" W x 11.75" L, Center Pull White, 2 Ply 520-Sheets, Reliable #V00346, 6 Rolls Per Carton						
22	330341 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Carton	54.12	1	0.00
Item Text 1,000 FT Long, 1.5 Inch Core, White, 1 Ply, Kimberly Clark #1000, 12 Rolls Per Carton						
23	330325 TOWEL,ROLL,CLASSIV,SZ3,PCID1008	0.000	Carton	54.18	1	0.00
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24	322456 TOWEL,ROLL,CLASSIV,SZ1,PCID1008	0.000	Case	18.06	1	0.00
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(fax) 717-783-6241
Email: jahuffine@pa.gov

On March 19, 2020, the Governor's Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The agency has determined through its internal approval process that this contract is critical to operations and the purchase does not violate the Governor's General Purchasing Ban. Additionally, the issuing agency conducted due diligence before issuing a solicitation via positive vendor affirmation and determined that there was sufficient competition due to the prevalence of teleworking allowing a preponderance of suppliers to have access to respond to the solicitation. The phased reopening of counties across the Commonwealth also allowed suppliers to respond to the solicitation in advance of execution of this Contract and work initiation dates. However, this does not alleviate agency responsibility to request approval to issue purchase orders against this Contract.
No further information for this Contract

Information:

**CONTRACT
FOR
JANITORIAL PAPER PRODUCTS**

THIS CONTRACT for the provision of Janitorial Paper Products ("Contract") is entered into by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS") and Veritiv Operating Company ("**Contractor**").

WHEREAS, DGS issued a Request for Proposals for the Provision of Janitorial Paper Products for Commonwealth executive agencies, RFP No. 6100050343 ("RFP"); and

WHEREAS Contractor submitted a proposal in response to the RFP; and

WHEREAS, in response to the DGS BAFO request, Contractor submitted a BAFO Cost Submittal; and

WHEREAS, DGS determined that Contractor's proposal, as revised by its BAFO Cost Submittal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing Janitorial Paper Products to the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, DGS and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide Janitorial Paper Products as more fully defined in the RFP, to the Commonwealth.
2. Commonwealth executive agencies shall procure their requirements for Janitorial Paper Products in accordance with the terms and conditions of this Contract.
3. Contractor agrees to provide the Janitorial Paper Products listed in its Cost Submittal, which is attached hereto as Exhibit B and made a part hereof, at the prices listed for those items in Exhibit
4. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. The Contract document contained herein.
 - b. The Contract Terms and Conditions which are attached hereto as Exhibit A and made part hereof.

- c. The Contractor's BAFO Cost Submittal, which is attached hereto as Exhibit B and made a part hereof.
- d. The RFP, including all the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit C and made a part hereof.
- e. The Contractor's Technical Submittal, including the Negotiations Response dated September 25, 2020, which is attached hereto as Exhibit D and made a part hereof.

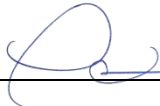
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IN WITNESS WHEREOF, the parties have signed this Contract below. Execution by the Commonwealth is described in the Contract Terms and Conditions.

Witness:


CONTRACTOR:

By: Kim Sowers
(Assistant) Secretary

By: 
(Vice) President

Kim Sowers / February 22, 2021
Printed Name/Date

Scott MacPherson / February 22, 2021
Printed Name/Date


Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED:

To be obtained electronically
Treasury Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

Preapproval No. 8.fa.19.2
Office of General Counsel Date

Preapproval No. 8.fa.19.2
Office of Attorney General Date

Exhibit A
CONTRACT TERMS AND CONDITIONS

V.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006): The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1d Term of Contract – Contract (May 2012): The initial term of the Contract shall be 03 year(s) and 00 month(s). The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2a Renewal of Contract Term (Nov 30 2006): The Contract may be renewed for a maximum of 2 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006): The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.5 CONTRACT-003.1b Signatures – Contract (July 2015): The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date. The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

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

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating

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

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

V.6 CONTRACT-004.1a Definitions (Oct 2013): As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

V.7 CONTRACT-005.1a Purchase Orders (July 2015): Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

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

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall

constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

- a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

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

V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006): In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

V.9 CONTRACT-007.01a Supplies Delivery (Nov 30 2006): All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006): It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered

under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.11 CONTRACT-008.1a Warranty (Oct 2006): The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013): The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization. The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.13 CONTRACT-009.1d Ownership Rights (Oct 2006): The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

V.14 CONTRACT-010.1a Acceptance (Oct 2006): No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.15 CONTRACT-010.2 Product Conformance (March 2012): The Commonwealth reserves the right to require any and all Contractors to:

- a. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- b. Supply published manufacturer product documentation.
- c. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- d. Complete a survey/questionnaire relating to the bid requirements and specifications.
- e. Provide customer references.
- f. Provide a product demonstration at a location near Harrisburg or the using agency location.

V.16 CONTRACT-010.3 Rejected Material Not Considered Abandoned (Oct 2013) The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

V.17 CONTRACT-011.1a Compliance With Law (Oct 2006): The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

V.18 CONTRACT-013.1 Environmental Provisions (Oct 2006): In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section

6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

V.19 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016): Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

V.20 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009): The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.21 CONTRACT-015.1 Compensation (Oct 2006): The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

V.22 CONTRACT-015.2 Billing Requirements (February 2012): Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information: Vendor name and "Remit to" address, including SAP Vendor number; Bank routing information, if ACH; SAP Purchase Order number; Delivery Address, including name of Commonwealth agency; Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible); Quantity provided; Unit price; Price extension; Total price; and Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.23 CONTRACT-016.1 Payment (Oct 2006):

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations

promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.24 CONTRACT-016.2 ACH Payments (Aug 2007):

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.25 CONTRACT-017.1 Taxes (Dec 5 2006): The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.26 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006): The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.27 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006):

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.28 CONTRACT-020.1 Audit Provisions (Oct 2006): The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.29 CONTRACT-021.1 Default (Oct 2013):

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
 - 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;
 - 12) Assignment made for the benefit of creditors;

- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- g. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.30 CONTRACT-022.1 Force Majeure (Oct 2006): In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.31 CONTRACT-023.1a Termination Provisions (Oct 2013): The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior

to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.32 CONTRACT-024.1 Contract Controversies (Oct 2011):

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.33 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013):

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

V.34 CONTRACT-026.1 Other Contractors (Oct 2006): The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.35 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018): The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable

federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- f. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- g. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- h. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- i. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof.

Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- j. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.36 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015): It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- a. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- 1) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- 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 the execution of this contract.
- 3) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- 4) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- 5) "Financial Interest" means either:
 - 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 holding any position of management.
- 6) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- 7) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

- 1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws

or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- 2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- 3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- 4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- 5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c) had any business license or professional license suspended or revoked;
 - d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

factual circumstances or were false or should have been known to be false when entering into the contract.

- 6) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- 7) When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- 8) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 9) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- 10) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and

remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

V.37 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010): For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 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, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 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 that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the: Department of General Services Office of Chief Counsel 603 North Office Building Harrisburg, PA 17125 Telephone No: (717) 783-6472 FAX No: (717) 787-9138 V.38 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- 1) Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 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. Section 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.
- 2) 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.

V.39 CONTRACT-031.1 Hazardous Substances (April 2017): The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 34 Pa. Code Section 301.1 - 323.6.

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

1) Hazardous substances:

- a) The chemical name or common name,
- b) A hazard warning, and
- c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:

- a) The common name, but if none exists, then the trade name,
- b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
- c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
- d) A hazard warning, and
- e) The name, address, and telephone number of the manufacturer.

3) Single chemicals:

- a) The chemical name or the common name,
- b) A hazard warning, if appropriate, and
- c) The name, address, and telephone number of the manufacturer.

4) Chemical Mixtures:

- a) The common name, but if none exists, then the trade name,
- b) A hazard warning, if appropriate,
- c) The name, address, and telephone number of the manufacturer, and
- d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture. A common name or trade name may be used only if the use of the name more easily or readily identifies the true

nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container. The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are: NFPA 704, Identification of the Fire Hazards of Materials. National Paint and Coatings Association: Hazardous Materials Identification System. · American Society for Testing and Materials, Safety Alert Pictorial Chart. · American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

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

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

V.40 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006): The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.41 CONTRACT-033.1 Applicable Law (Oct 2006): This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.42 CONTRACT-034.1a Integration – RFP (Dec 12 2006): This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.43 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006): In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

V.44 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011): The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.45 CONTRACT-035.1a Changes (Oct 2006): The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

V.46 CONTRACT-037.1a Confidentiality (Oct 2013):

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

DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

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

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

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

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

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

V.47 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016): The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

V.48 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006): If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

V.49 CONTRACT-051.1 Notice (Dec 2006): Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

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

V.50 CONTRACT-052.1 Right to Know Law (Feb 2010):

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall: 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

- g. □ The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. □ The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. □ The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

APPENDIX A COST SUBMITTAL
JANITORIAL PAPER PRODUCTS
RFP 6100050343

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK:

The Worksheets contained in this workbook shall constitute the Cost Submittal. Completion of this workbook is a requirement of this RFP. Please use the instructions below to complete the Cost Submittal Tab of this workbook. Offerors must submit pricing for every line item identified on the Cost Submittal Tab or your proposal will be deemed non-responsive.

COST SUMMARY TAB:

1. Select the Cost Summary tab at the bottom of this workbook.
2. Complete the highlighted cells (contact information) in the top portion of the Cost Summary Tab.
Note: The information you supply here must match the information you provided to Vendor Registration.

COST SUBMITTAL TAB:

1. Select the Cost Submittal tab at the bottom of this workbook.
2. Column E represents the estimated annual, per each quantity ordered for each item.
3. Using Column F enter the name of the Manufacturer (MFG) of the brand of products you are proposing.
4. Using Column G enter the Manufacturer's (MFG) Part Numbers of the products you are proposing.
5. Using Column H enter the Units of Measure (UOM) for the products you are proposing.
6. Using Column I enter the Per Pack Quantity for the products you are proposing.
7. Using Columns J, L, and N enter the Per Each Prices for the products you are proposing for each year of the initial contract term. Column J is for Year 1, Column L is for Year 2, and Column N is for Year 3 of the initial contract term.
8. This cost spreadsheet will automatically calculate the Total Yearly Extended Price for each year of the initial contract term. The spreadsheet will also automatically calculate the Total Three Year Extended Price. The Total Three year Extended Price will be the Cost evaluated as part of this RFP.

NOTES:

1. Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
2. The cost submittal must be submitted as presented by the Commonwealth and should not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.
3. **Any figures presented in this RFP are based on historical usage and may fluctuate based on future needs.** All costs, unless otherwise mentioned in the RFP, will remain in effect for the initial term of the contract.

BAFO COST SUBMITTAL
 JANITORIAL PAPER PRODUCTS
 RFP 6100050343

OFFEROR NAME	CONTACT PERSON
OFFEROR ADDRESS	EMAIL ADDRESS
	PHONE NUMBER
	VENDOR NUMBER

Cost Submittal Summary

Year 1 Cost	Year 2 Cost	Year 3 Cost
\$1,369,867.90	\$1,369,867.90	\$1,369,867.90
GRAND TOTAL 3 YEAR COST		\$4,109,603.70

**BAFO COST SUBMITTAL
JANITORIAL PAPER PRODUCTS
RFP 6100050343**

Item #	COPA Material Number	Item Description	Additional Description	UOM	Annual Per Each Quantity (E)	MFGR (F)	MFGR's Part Number (G)	UOM (H)	Per Pack Quantity (I)	Year 1 Per Each Price (J)	Year 1 Line Item Extended Price (K)	Year 2 Per Each Price (L)	Year 2 Line Item Extended Price (M)	Year 3 Per Each Price (N)	Year 3 Line Item Extended Price (O)
1	318519	Napkin,6"x13.5",1Ply,White		Pkg	42,192	Essity	D3052B	Pkg	16	\$ 1.61	\$ 67,929.12	\$ 1.61	\$ 67,929.12	\$ 1.61	\$ 67,929.12
2	288568	Tissue,Facial,2Ply,White,PCID1011		Box	48,240	Kimberly Clark	21390	Box	60	\$ 0.58	\$ 27,979.20	\$ 0.58	\$ 27,979.20	\$ 0.58	\$ 27,979.20
3	318522	TISSUE,TOILET,TYPEI,SZ1,PCID1007	SERVICE ROLL, WHITE, 2 PLY	Roll	47,680	Essity	TM1616S	Roll	96	\$ 0.35	\$ 16,688.00	\$ 0.35	\$ 16,688.00	\$ 0.35	\$ 16,688.00
4	318523	TISSUE,TOILET,TYPEII,SZ1,PCID1007	JUMBO, 2,000 FT LONG, WHITE, 2 PLY	Roll	8,418	Essity	TJ0922A	Roll	12	\$ 1.86	\$ 15,657.48	\$ 1.86	\$ 15,657.48	\$ 1.86	\$ 15,657.48
5	318524	TISSUE,TOILET,TYPEII,SZ1,PCID1007	JUMBO, 4,000 FT LONG, WHITE, 1 PLY	Roll	7,338	Essity	TJ1212A	Roll	6	\$ 4.27	\$ 31,333.26	\$ 4.27	\$ 31,333.26	\$ 4.27	\$ 31,333.26
6	318526	TISSUE,TOILET,TYPEI,SZ1,PCID1007	SERVICE ROLL, WHITE, 2 PLY	Roll	120,960	Kimberly Clark	13217	Roll	80	\$ 0.39	\$ 47,174.40	\$ 0.39	\$ 47,174.40	\$ 0.39	\$ 47,174.40
7	330324	TISSUE,TOILET,TYPEII,SZ2,PCID1007	MINI/JUNIOR, 1,000 FT LONG, WHITE, 2 PLY	Roll	44,076	Morcon	M99	Roll	12	\$ 1.75	\$ 77,133.00	\$ 1.75	\$ 77,133.00	\$ 1.75	\$ 77,133.00
8	144015	TISSUE,TOILET,TYPEII,SZ2,PCID1007	MINI/JUNIOR, 2,000 FT LONG, WHITE, 1 PLY	Roll	8,712	Essity	TJ0912A	Roll	12	\$ 2.14	\$ 18,643.68	\$ 2.14	\$ 18,643.68	\$ 2.14	\$ 18,643.68
9	318529	TOWEL,CTRPULL,7.7"X11.8"X519",2 PLY,WHT		Roll	7,974	Morcon	C6600	Roll	6	\$ 3.06	\$ 24,400.44	\$ 3.06	\$ 24,400.44	\$ 3.06	\$ 24,400.44
10	322498	TOWEL,C-FOLD,CLASS IB,PCID1008	WHITE, 1 PLY	Pkg	6,752	Essity	250630	Pkg	16	\$ 0.98	\$ 6,616.96	\$ 0.98	\$ 6,616.96	\$ 0.98	\$ 6,616.96
11	318539	TOWEL,C-FOLD,CLASS IA,PCID1008	WHITE, 1 PLY	Pkg	132,320	Kimberly Clark	1500	Pkg	16	\$ 1.26	\$ 166,723.20	\$ 1.26	\$ 166,723.20	\$ 1.26	\$ 166,723.20
12	288569	TOWEL,C-FOLD,CLASS IB,PCID1008	NATURAL, 1 PLY	Pkg	206,048	Essity	CK590	Pkg	16	\$ 1.05	\$ 216,350.40	\$ 1.05	\$ 216,350.40	\$ 1.05	\$ 216,350.40
13	318536	TOWEL,MULTIFOLD,CLASSII,PCID1008	WHITE, 1 PLY	Pkg	464	Essity	420483	Pkg	16	\$ 1.01	\$ 468.64	\$ 1.01	\$ 468.64	\$ 1.01	\$ 468.64
14	288570	TOWEL,MULTIFOLD,CLASSII,PCID1008	NATURAL, 1 PLY	Pkg	127,638	Essity	MK520A	Pkg	16	\$ 0.87	\$ 111,045.06	\$ 0.87	\$ 111,045.06	\$ 0.87	\$ 111,045.06
15	330408	TOWEL,ROLL,CLASSIV,SZ1,PCID1008	800 FT LONG, 1.625 INCH CORE, WHITE, 1 PLY	Roll	660	Georgia Pacific	26601	Roll	6	\$ 3.67	\$ 2,422.20	\$ 3.67	\$ 2,422.20	\$ 3.67	\$ 2,422.20
16	271650	TOWEL,ROLL,CLASSIV,SZ2,PCID1008	800 FT LONG, 1.75 INCH CORE, WHITE, 1 PLY	Roll	19,416	Georgia Pacific	89460	Roll	6	\$ 7.29	\$ 141,542.64	\$ 7.29	\$ 141,542.64	\$ 7.29	\$ 141,542.64
17	290902	TOWEL,ROLL,CLASSIV,SZ1,PCID1008	1,000 FT LONG, 2 INCH CORE, WHITE, 1 PLY	Roll	6,204	Essity	RB1002	Roll	6	\$ 4.12	\$ 25,560.48	\$ 4.12	\$ 25,560.48	\$ 4.12	\$ 25,560.48
18	288571	TOWEL,ROLL,PERFORATED,CLASSIII,PCID1008	150 FT LONG, NATURAL, 2 PLY	Roll	25,572	Essity	HK1975A	Roll	12	\$ 1.33	\$ 34,010.76	\$ 1.33	\$ 34,010.76	\$ 1.33	\$ 34,010.76
19	330320	TOWEL,ROLL,CLASSIV,SZ1,PCID1008	425 FT LONG, 1.5 INCH CORE, WHITE, 1 PLY	Roll	9,372	Kimberly Clark	1080	Roll	12	\$ 3.58	\$ 33,551.76	\$ 3.58	\$ 33,551.76	\$ 3.58	\$ 33,551.76
20	330321	TOWEL,ROLL,CLASSIV,SZ1,PCID1008	580 FT LONG, 1.75 INCH CORE, WHITE, 1 PLY	Roll	1,848	Kimberly Clark	12388	Roll	6	\$ 5.24	\$ 9,683.52	\$ 5.24	\$ 9,683.52	\$ 5.24	\$ 9,683.52
21	330318	TOWEL,ROLL,CLASSIV,SZ1,PCID1008	950 FT LONG, 1.75 INCH CORE, WHITE, 1 PLY	Roll	15,084	Kimberly Clark	2000	Roll	6	\$ 5.92	\$ 89,297.28	\$ 5.92	\$ 89,297.28	\$ 5.92	\$ 89,297.28
22	330319	Towel, Paper, Roll, 7.6" W x 11.75" L, Centerpull White, 2 Ply 520-Sht 6/Bl Ctn		Roll	2,250	Reliable	V00346	Roll	6	\$ 5.00	\$ 11,250.00	\$ 5.00	\$ 11,250.00	\$ 5.00	\$ 11,250.00
23	330341	TOWEL,ROLL,CLASSIV,SZ1,PCID1008	1,000 FT LONG, 1.5 INCH CORE, WHITE, 1 PLY	Roll	30,792	Kimberly Clark	1000	Roll	12	\$ 4.51	\$ 138,871.92	\$ 4.51	\$ 138,871.92	\$ 4.51	\$ 138,871.92
24	330325	TOWEL,ROLL,CLASSIV,SZ3,PCID1008	1,150 FT LONG, 1.75 INCH CORE, WHITE, 1 PLY	Roll	858	Kimberly Clark	25702	Roll	6	\$ 9.03	\$ 7,747.74	\$ 9.03	\$ 7,747.74	\$ 9.03	\$ 7,747.74
25	322456	TOWEL,ROLL,CLASSIV,SZ1,PCID1008	800 FT LONG, 2 INCH CORE, WHITE, 1 PLY	Roll	15,876	Morcon	W6800	Roll	6	\$ 3.01	\$ 47,786.76	\$ 3.01	\$ 47,786.76	\$ 3.01	\$ 47,786.76
TOTAL YEARLY EXTENDED PRICE										\$	1,369,867.90	\$	1,369,867.90	\$	1,369,867.90
TOTAL THREE YEAR EXTENDED PRICE										\$		\$		\$	4,109,603.70

Event Summary - Janitorial Paper Products RFP

Type	Request for Proposal	Number	6100050343
Stage Title	-	Organization	CommonwealthPA
Currency	US Dollar	Event Status	Under Evaluation
Work Group	Operational/Facilities	Exported on	2/23/2021
Exported by	James Huffine	Estimated Value	-
Payment Terms	-		

Bid and Evaluation

Respond by Proxy	Disallow	Use Panel Questionnaire	Yes
Sealed Bid	Yes	Auto Score	No
		Cost Analysis	No
Alternate Items	No	Confidential Pricing	No

Visibility and Communication

Visible to Public Yes

Enter a short description for this public event

The Commonwealth of PA is issuing a RFP for Janitorial Paper Products.

Commodity Codes

Commodity Code	Description
14110000	Paper products

Event Dates

Time Zone	EDT/EST - Eastern Standard Time (US/Eastern)
Released	-
Open	8/24/2020 10:00 AM EDT
Close	9/28/2020 3:30 PM EDT
Sealed Until	9/28/2020 3:30 PM
	<input type="checkbox"/> Show Sealed Bid Open Date to Supplier
Q&A Close	9/21/2020 4:00 PM EDT

Event Users

Event Creator

James Huffine

jahuffine@pa.gov

[REDACTED]

[REDACTED]

[REDACTED]

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Description

1. Purpose. This request for proposals (RFP) provides information to enable potential Offerors to prepare and submit proposals for the Commonwealth of Pennsylvania's consideration to satisfy a need for Janitorial Paper Products.

2. Determination to use Competitive Sealed Proposal Method. As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.

3. Issuing Office. The Commonwealth of Pennsylvania, Department of General Services ("Issuing Office") has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Contact listed above, who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.

4. Project Description. The Commonwealth of Pennsylvania (COPA), Department of General Services (DGS) is issuing this RFP for Janitorial Paper Products which include, paper towels, toilet tissue, and facial tissue. This contract is used by all Commonwealth agencies. The predominant users of the paper products are the Department of Corrections, the Department of Military and Veterans' Affairs, the Department of Human Services and the Department of Transportation. The estimated annual spend for this contract is \$2,000,000.

5. Type of Contract. If the Issuing Office enters into a contract as a result of this RFP, it will be a firm, fixed price contract and will contain the Contract Terms and Conditions attached to this RFP in the Buyer Attachments section. Any contract awarded as a result of this RFP shall be a single award to the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth.

6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

8. Questions & Answers. Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

9. Addenda to the RFP. Any revisions to this RFP will be made electronically within this site.

10. Response Date. To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

11. Proposal Submission: To be considered, Offerors must submit a complete response to this RFP by the due date and time, from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for 120 days or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

12. Proposal Format: To be considered, the proposal must respond to all proposal requirements. Each proposal consists of two submittal components: Technical and Cost. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

13. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

14. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

15. Prime Contractor Responsibilities. The selected Offeror must perform 50% of the total contract value. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

16. Proposal Contents.

A. Confidential Information. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the Additional Required Documentation section for a Trade Secret Confidential Proprietary Information Notice Form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

17. Best and Final Offers (BAFO). The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will not be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the Offeror Responsibility subsection do not possess the experience or qualifications to assure good faith performance of the contract; and those Offerors who do not receive 100% of the Technical points available.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal.

18. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

19. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in

the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

20. Notification of Award. Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

21. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

22. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

23. Attachments to the RFP. All attachments to the RFP, including those contained in the Buyer Attachments and Additional Required Documentation sections, are incorporated into and made part of the RFP.

24. Evaluation Criteria. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a rating for this component of each proposal. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **30%** of the total points. All Offerors whose proposals comply with all aspects of the technical requirements shall receive 100% of the allotted technical points. Offerors whose proposals do not comply with all aspects of the technical requirements shall not receive any of the allotted technical points.
- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **70%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

25. Small Business and Small Diverse Business Participation. The Issuing Office and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) identified this procurement as potentially eligible for the setting of Small Diverse Business (SDB) and/or Veteran Business Enterprise (VBE) participation goals. However, after analyzing the solicitation for subcontracting opportunities and researching available SDB and/or VBE firms to perform commercially useful functions, the Issuing Office and BDISBO have determined that the SDB and/or VBE participation opportunities for the scope of work for this procurement are de minimis. Therefore, the Issuing Office and BDISBO have declined to set SDB or VBE participation goals for this procurement. In addition, there will be no points allocated toward SDB/SB participation for this procurement.

26. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be equal to 100% of the available technical points; and
- B. The Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

27. Final Ranking and Award. After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores and the final cost scores. The Issuing Office will

rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

28. COSTARS Program. Information related to the COSTARS Program is incorporated in the COSTARS Program Clause contained in the Buyer Attachments section. If the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP, the Offeror should download, complete and upload the COSTARS Election to Participate Form contained in Additional Required Documentation. If the Offeror is asserting that it is a Department of General Services self-certified Small Business or verified Small Diverse Business, the Offeror must provide an active Department of General Services Small Business Certificate or Small Diverse Business Certificate, as applicable.

29. Term of Contract. The term of the contract will commence on the Effective Date and will end three years after the Effective Date of the Contract. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

Stage Description

No description available.

1 ★ **Instructions To Supplier :**

Responsibility to Review.

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

Prerequisite Content:

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

Buyer Attachments

CONTRACT TERMS AND CONDITIONS	09_App G_Terms-Conditions.docx	../Attachments/09_App G_Terms-Conditions.docx
App E_PCID 1007 Toilet Tissue	07_App E_PCID 1007 Toilet Tissue.pdf	../Attachments/07_App E_PCID 1007 Toilet Tissue.pdf
App C_PCID 1011 Facial Tissue	05_App C_PCID 1011 Facial Tissue.pdf	../Attachments/05_App C_PCID 1011 Facial Tissue.pdf
Dispenser List By Agency	04_App B_Dispenser List by Agency.docx	../Attachments/04_App B_Dispenser List by Agency.docx
App F_Commonwealth Entities	08_App F_Commonwealth Entities.pdf	../Attachments/08_App F_Commonwealth Entities.pdf
App D_PCID 1008 Towel	06_App D_PCID 1008 Towel.pdf	../Attachments/06_App D_PCID 1008 Towel.pdf

Questions

★ Supplier Response Is Required

RFP Questions

Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★
File Upload
01 Tech Paper V5 - ../Attachments/QuestionAttachments/01_Tech Paper v5.docx
- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload
- 1.1.3 I have read and fully understand the attached Service Level Agreements ★
Yes/No
App H, SLA's - ../Attachments/QuestionAttachments/10_App H Paper SLAs.docx

Group 1.2: Cost

- 1.2.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★
File Upload
03 App A Cost Paper V2 - ../Attachments/QuestionAttachments/03_App A_Cost_Paper v2.xlsx

Additional Required Documentation

Group 2.1: Standard Forms

- 2.1.1 Please download and complete the attached Reciprocal Limitations Act form. ★
File Upload
Reciprocal Limitations Act - ../Attachments/QuestionAttachments/GSPUR-89
- 2.1.2 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★
File Upload
Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf
- 2.1.3 [DGS ONLY] Please download, complete and upload the COSTARS Program Election to Participate Form only applicable if the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP.
File Upload
COSTARS Program Election to Participate - ../Attachments/QuestionAttachments/COSTARSProgramContractorElectiontoParticipate REV 11717.docx
- 2.1.4 [DGS ONLY]The Commonwealth has determined that this contract will be made available to external procurement activities. Further information can be found below in the attached file.
File Upload
External Procurement Activities - ../Attachments/QuestionAttachments/Participating Addendum with an External Procurement Activity.docx

Group 2.2: Terms and Conditions

- 2.2.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★
Yes/No

Group 2.3: Offeror's Representation

- 2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★
Yes/No
Offerors Representations and Authorizations - ../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

2.3.2

By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).



Yes/No

Price Components

There are no Price Components added to this event.

Suppliers

Komar Alliance LLC

Progress Event Not Viewed

MICHAEL FELDMAN

MFELDMAN@KOMAR.COM

MATHTECH INC (Mathtech)

Progress Intention Not Declared

Brooke Liebowitz

bliebowitz@mathtechinc.com

Epic Medical Supply Corp

Progress Event Not Viewed

Moshe Berkovic

Moshe@epicmedsupply.com

Unipak Corp.

Progress Intention Not Declared

Brian Marcus

brian@unipakcorp.net

MathforUS LLC

Progress Intend To Bid

Suganth Kannan

suganth@mathforus.us

GENERAL PRODUCTS AND SUPPLY INC

Progress Response In Progress

Alicia Shenberger

ashenberger@gmpgeneralproducts.com

Merkaba Construction LLC

Progress Intend To Bid

Apollo Bey

4idconstruction@gmail.com

The AHKI Company (The AHKI Company)

Progress Intention Not Declared

Mary Axelson

maxelson@ahki-global.com

Green Smart Plastics LLC (Green Smart Products)

Progress Intention Not Declared

Jiten Patel

info@greensmartproducts.com

Fountain Products Inc.

Progress Event Not Viewed

James Cancelmi

fpiimic@gmail.com

Office Depot (Office Depot OfficeMax)

Progress Submitted

Total Bid 0.00

Tammy Jackson
tammy.jackson@officedepot.com

Danielle Nurick
danielle.nurick@officedepot.com

Mark Hess
mark.hess@officedepot.com

Lori Tattersall
lori.tattersall@officedepot.com

Bill Rigby
bill.rigby@officedepot.com

Brian Clark
brian.clark@officedepot.com

VERITIV OPERATING COMPANY

Progress Submitted

Total Bid 0.00

Laurie Braun
laurie.braun@veritivcorp.com

Kim Sowers
kim.sowers@veritivcorp.com

Penn Jersey Paper Co (Penn Jersey Paper Co)

Progress Response In Progress

LORI ZEAMAN
lzeaman@pennjerseypaper.com

United Sales usa corp. (United Sales usa corp.)

Progress Response In Progress

Hershy Ziegler
bids@unitedsalesusa.com

CONNELLY WALKER AND ASSOCIATES LLC (Connelly Walker and Associates LLC)

Progress Intention Not Declared

Lloyd Walker
LLOYD@RERSOL.COM

Marshall Wright Company (The Driverz)

Progress Intend To Bid

Brian Wright
info@drvz4u.com

Zemita, INC.

Progress Intend To Bid

Marianne Puthenmadom
zemitaworld@gmail.com

Nexgen Supply

Progress Intend To Bid

Kirstie Carroll
kirstie@nexgensupply.net

RFx Analyst

Progress Intention Not Declared

Kelly Johnson
rfp@rfxanalyst.com

AMERICHEM INTERNATIONAL INC

Progress Event Not Viewed

TOM GRAHAM
tgraham@americchem.net

DONNA LEWIS
service@americchem.net

Central Poly-Bag Corp

Progress Intention Not Declared

ANDREW HOFFER
BIDS@CENTRALPOLY.COM

ASSOCIATED SALES & BAG COMPANY (Associated Bag)

Progress Event Not Viewed

Customer Service
customerservice@associatedbag.com

VENUS SUPPLIES AND SERVICES LLC

Progress Event Not Viewed

Carla Clark
orders@VENUSSUPPLIESCOMPANY.COM

Savayka LLC (Savayka)

Progress Event Not Viewed

Erika Ritchey
erika.ritchey@yahoo.com

General Plastics INC (General Plastics)

Progress Intention Not Declared

Lee Levine
generalplastics@aol.com

Mcephraim LLC

Progress Event Not Viewed

olayinka Obisesan
oobisesan@mcephraimllc.com

Bob Barker Company Inc.

Progress Event Not Viewed

Angela DeBoeser
bidnotices@bobbarker.com

DGS Supplier Services

Progress Intention Not Declared

DGS Supplier Services
papublicsupplier01@gmail.com

INTERBORO PACKAGING CORPORATION

Progress Intention Not Declared

Abraham Jeremias
interboro2@frontiernet.net

MSC INDUSTRIAL SUPPLY COMPANY (MSC Industrial Supply Co.)

Progress Intend To Bid

Joe Nichter
nichterj@mscdirect.com

Joe Reber
reberj@mscdirect.com

DelGuerico's Wrecking and Salvage, Inc

Progress Event Not Viewed

Tony DelGuerico
tidel@yahoo.com

The Blue Book

Progress Intention Not Declared

Carissa Salese
csalese@thebluebook.com

W.W. Grainger, Inc. (Grainger)

Progress No Bid

Eric Chichester
eric.chichester@grainger.com

David Hines
david.hines@grainger.com

Grubbs Lock Box LLC (Grubbs Lock Box LLC)

Progress Response In Progress

Rasheedah Hicks
Rasheedahhicks@gmail.com

PSI Services LLC

Progress Event Not Viewed

Alon Schwartz
aschwartz@psionline.com

Shelley Long
slong@psionline.com

All American Poly

Progress Intention Not Declared

Zeke Rosenwasser
zeke@allampoly.com

DEDEAVORS CORP DBA DESANTIS (DeSantis Solutions)

Progress Intention Not Declared

Gary DeSantis
gdesantis@desantissolutions.com

temporarysaint1@yahoo.com

ALADDIN TEMP RITE LLC (Aladdin Temp-Rite LLC)

Progress No Bid

Elaine Barch
pricingbids@aladdin-atr.com

JANITORS SUPPLY COMPANY INC

Progress Intention Not Declared

Thomas Mascharka
Tom@jansupply.com

The Bid group usa inc (THE BID GROUP USA)

Progress Intention Not Declared

LIPA BERKOWITZ
eli@thebidgroupusa.com

Buffalo Envelope

Progress Event Not Viewed

Marcy Reamsnyder
marcy.reamsnyder@supremex.com

Calico Packaging, LLC (Calico Packaging, LLC)

Progress Intend To Bid

Chris Hartnett
bids@calicopackaging.com

North America Procurement Council, Inc. PBC

Progress Intention Not Declared

Lyra de Asis
lyra@napc.me

T ROBERTS FABRICS INC

Progress Event Not Viewed

Sintra Haracharan
trobetsfabrics@att.net

Blue Book Network

Progress Event Not Viewed

Megan Locascio
mlocascio@mail.thebluebook.com

Splyco Supplies

Progress Intention Not Declared

Rose Fisch
mgifisch@gmail.com

GENERAL CHEMICAL AND SUPPLY INC

Progress Intend To Bid

Kyle Stuart
kyle@gcsnj.us

Debbie Doyle
debbie@dcsnj.us

DMCDONOUGH@GCSNJ.US

Iris Info Pvt Ltd

Progress Intention Not Declared

John Wick
m6rul@wimsg.com

Nitsom Promotional Manufacturing Corp

Progress Event Not Viewed

Terrence Hu
chruthy@nitsompromos.com

SevenOutsource

Progress Intention Not Declared

Steve Walse

rfpalerts@gmail.com

W.B. Mason

Progress Submitted

Total Bid 0.00

Andrew Adinolfi

andrew.adinolfi@wbmason.com

Horizon Supply Company

Progress Response In Progress

Dominick Joseph

djoseph@horizon-equip.com

ASSOCIATED FASTENERS INC (Associated fasteners Inc)

Progress Event Not Viewed

Mike Rinker

mike@associatedfasteners.com

DEB@ASSOCIATEDFASTENERS.COM

MRV Investments, Inc. (MRV Investments, Inc.)

Progress Event Not Viewed

Marc Vance

MRVInvestments@gmail.com

RS SUPPLY LLC

Progress Event Not Viewed

Ronald Scott

r.scott@rssupplyllc.com

MARTY SCOTT

m.scott@rssupplyllc.com

Walters Office Products (Walters Office Products)

Progress Intention Not Declared

Robert Walters

waltersop@roadrunner.com

Q&A Board

Subject = Questions due date [REDACTED]	Public Thread
Q: the date/time that the questions show due is after the bid closes; is this correct?	8/31/2020 9:53 AM EDT
A: The question Q&A Submission Close Date Required is being moved to 9/21/20	Answered by: James Huffine 9/1/2020 2:36 PM EDT
Subject = previous contract pricing [REDACTED]	Public Thread
Q: can we please get the previous contract pricing	8/27/2020 2:06 PM EDT
A: See the current contract http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400015355	Answered by: James Huffine 9/1/2020 2:37 PM EDT
Subject = Janitorial Supplies Bid [REDACTED]	Public Thread
Q: Looking for previous results, delivery locations (can we only bid Phila and surrounding counties?)	8/25/2020 11:53 AM EDT
A: The contract covers each agency in the Commonwealth, it is a statewide contract. Offerors can view a list of all current Commonwealth Ship To Locations at http://www.dgsweb.state.pa.us/comod/SRM/adrc_shipto.xls	Answered by: James Huffine 9/1/2020 2:38 PM EDT

**TECHNICAL SUBMITTAL
JANITORIAL PAPER PRODUCTS**

I-1. Statement of Project. State in succinct terms your understanding of the project presented, or the service required by this RFP.

Offeror Response

I-2. Qualifications.

A. Company Overview. Offeror shall provide a short and descriptive company overview, including company name, parent company if applicable, and company overview.

Offeror Response

B. Prior Experience. Include experience in past, previous or current work engagements and reference information the Offeror has gained which would qualify it for this engagement. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Offeror Response

C. Personnel. Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where these personnel will be physically located during the time they are engaged in the Project. For key personnel, include the employee's name, and through a resume or similar document, the Project personnel's education and experience in customer service and account management. Key personnel shall include, but not be limited to, the following positions: Account Manager, Technical Support Manager, Customer Service Team, and Accounts Receivable/Payable Manager. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

Key Personnel.

- 1) **Account Manager.** The selected Offeror must designate a dedicated Account Manager that will serve as a main point of contact for insuring the successful and seamless implementation of this contract. The Account Manager shall:
 - a) Be, at a minimum, available to the Commonwealth from Monday through Friday during the normal business hours of 8AM to 5PM EST;
 - b) Actively participate in regularly scheduled business review meetings with the Commonwealth to evaluate past performance and address recurring issues. The Commonwealth will assess agency satisfaction with the selected Offeror's quality of service and performance. If any service deficiencies are identified, the selected Offeror and Department

of General Services (“DGS”) representatives will determine a plan of action to ensure that the level of service improves.

- c) Play an important role in overseeing the selected Offeror’s Customer Service Representative Team. He/she will be responsible for, but not limited to, ensuring high quality of service, interfacing as an issue escalation catalyst, resolving problems and proactively addressing cost savings and optimization opportunities across Commonwealth agencies;
 - d) Identify and analyze issues and/or opportunities that may arise over the course of this contract;
 - e) Be accountable for ensuring that the orders are delivered in accordance with the contract requirements and terms and conditions and resolve any issues revolving around delivery, stocking levels, product quality and other delicate issues that directly affect customer satisfaction levels; and
- 2) **Technical Support Manager.** The selected Offeror must designate a Technical Support Manager that will serve as a main point of contact for any technical concerns relating to the electronic interface and dashboard/reporting tool. The Technical Support Manager shall:
- a) Be available to the Commonwealth, at a minimum, Monday through Friday during the normal business hours of 8AM to 5PM EST; and
 - b) Be responsible for, but not limited to, ensuring high quality of customer service, reducing electronic interface downtime and resolving technical concerns.
- 3) **Customer Service Representative Team.** In order to administer this contract, the selected Offeror must provide the Commonwealth with a Customer Service team that will be dedicated to the Commonwealth’s account and be available, at a minimum, of Monday through Friday from 8AM to 5PM EST. The Offeror must provide a toll-free telephone number and an email address to contact the Customer Service Team. The team’s prime responsibilities consist of managing their network’s distribution and warehousing centers that carries the requested janitorial paper products and arranging prompt delivery to the Commonwealth’s locations. The team must be knowledgeable, qualified, and experienced. Describe applicable customer service experience and ability to provide qualified resources to satisfy this need.
- 4) **Accounts Receivable/Payable Manager.** This individual will be the dedicated point of contact for the Commonwealth for all billing and invoicing questions.

Offeror Response

- D. **Subcontractors.** Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from DGS. Upon

award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

- 1) Name of subcontractor;
- 2) Primary contact name and email;
- 3) Address of subcontractor;
- 4) Description of services to be performed;
- 5) Number of employees by job category assigned to this project; and
- 6) Resumes (if appropriate and available).

Offeror Response

I-3. Requirements. Offeror shall **acknowledge** or **describe** its ability to meet each requirement listed below in the "Offeror Response" block and, if applicable, describe any relevant experience and qualifications, which supports the response.

A. General Requirements.

- 1) **Pricing.** Offerors must provide pricing on every line item listed in **Appendix A, Cost Submittal**. The proposal submitted by the selected Offeror will be incorporated into any resulting Contract and the selected Offeror will be required to provide the awarded item(s) at the prices quoted in its proposal. The offeror can be a manufacturer or authorized distributor.

Offeror Response

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

Offeror Response

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

Offeror Response

- 4) **Security. (For Department of Corrections Only)** The selected Offeror or their sub-contractors who utilize regular delivery transportation will have to submit a [Centralized Clearance Check Information Request](#) through the original supplier for all drivers (regardless if delivery is inside or outside of the fence). Common carriers will not be required to render clearance requests, however, are subject to search and escort procedures. ALL CARRIERS reporting to outside warehouses must secure their vehicle (windows closed and doors locked), sign in at warehouse and wait for further directions from Correctional staff.

Offeror Response

B. Specific Requirements.

- 1) **Pricing.** Line item pricing will be firm for the initial three (3) year contract term. Offerors shall furnish with their proposal line item pricing for each of the three years of the initial contract term for all the items contained in **Appendix A, Cost Submittal**. In order to be eligible Offerors must be able to quote 100% of the items contained in the **Appendix A, Cost Submittal**.

Offeror Response

- 2) **Price Adjustments.** The selected Offeror may request a price adjustment during the contract renewal process. The selected Offeror must provide a written justification to DGS Contracting Officer with supporting documentation that provides details of the proposed price adjustment. The request will be reviewed by DGS and must be approved before any price adjustments take place.

Offeror Response

- 3) **Dispensers.** Offerors shall furnish to the Commonwealth dispensing equipment that is required for use with the janitorial paper products purchased through this Contract. Equipment shall be installed within fifteen (15) calendar days, or upon mutual agreement, of receiving a request from a Commonwealth agency and shall become the property of the Commonwealth. There shall be no additional charge for supplying and installing dispensing equipment. **Appendix B, Dispenser List By Agency** of this RFP provides a list of using agencies and their estimated quantities of

paper towel and toilet tissue dispensers. This is not an all-inclusive list but it does identify the largest using agencies for this contract. Please describe your transition and implementation for removing existing dispensers and replacing with new dispensers, as needed by Commonwealth agencies.

Offeror Response

- 4) **Minimum Order.** The minimum order qualifying for F.O.B. delivered price shall be \$50.00. If an ordering entity does not meet the minimum order dollar amount the Offeror(s) may add a reasonable freight/shipping cost accordingly. Please acknowledge acceptance of this minimum order value.

Offeror Response

- 5) **Specification.** Please refer to the core list of items on the **Appendix A, Cost Submittal** for a description of each item included in the solicitation. The products must conform to PCID 1011, PCID 1008 and PCID 1007. DGS reserves the right to reject a product, post award if the product performance is deemed unacceptable.
- 6) **Product Certification.** Offerors must submit with their proposal Certified Laboratory Test Data, in accordance with the TAPPI method as identified in the Pennsylvania Commercial Item Descriptions (PCID). The Certified Laboratory Test Data must officially state that the products to be supplied meets the requirements detailed in the PCIDs. The applicable PCIDs, which will be incorporated as part of the contract, are: PCID 1011 Facial Tissue (**Appendix C**), PCID 1008 Paper Towels (**Appendix D**), and PCID 1007 Toilet Tissue (**Appendix E**). Failure to submit the required documentation may result in your proposal being deemed non-responsive.

Offeror Response

- 7) **Samples.** DGS may request samples prior to award of any or all lots, or during the term of the contract. DGS reserves the right to use any additional information or applicable tests to determine conformity to Specification. The Commonwealth reserves the right to perform additional testing not identified in the PCID, by a certified lab to insure product compliance. DGS reserves the right to solicit independent product testing at the selected Offeror's expense to determine conformance to specification.

Offeror Response

- I-4. **Value Added Services.** Offerors shall describe in narrative form any value added services, that are within the scope of this RFP, which will improve efficiency or effectiveness of Commonwealth operations and/or provide savings. The Offeror may, at the Department of General Service's discretion, make these options available, beyond those specifically identified in this RFP, at no cost to the Commonwealth.

Offeror Response

- I-5. **Work Plan.** Describe in narrative form your technical plan for accomplishing the work using the task descriptions set forth below as your reference point.

- A. Start-up/Implementation.** Describe your implementation plan to meet the following requirements. Offeror(s) shall submit their proposed implementation methodology for the project. The implementation plan shall include all activities necessary for the implementation of service. The selected Offeror shall meet with the Commonwealth to review the draft implementation plan and gather any additional details required to finalize the implementation plan. A finalized implementation plan shall be submitted to the Commonwealth within ten (10) calendar days from the effective date of the contract. The implementation plan shall account for a Go Live date of no later than 60 calendar days from the effective date of the contract.

Offeror Response

- B. Electronic Interface and Dashboard/Reporting Tool.** It is required that the selected Offeror provide a secure, role-based, user-friendly website catalog tool with Commonwealth specific pricing. Offeror's shall describe the overall functionality of its electronic interface and dashboard/reporting tool and how the tool will meet the Commonwealth's needs.

The selected Offeror is responsible for providing a web-based dashboard/reporting tool (hosted by the selected Offeror) for use by the Commonwealth (Contract/Program Administrator and other designees) to manage the janitorial supplies contract, including the ability to review/audit invoices by agency/site location. The Commonwealth will require that each Offeror provide access to a sample electronic interface, including web location and temporary log-in information to be utilized within 60 days after the proposal due date for evaluation purposes. This sample must have functionality that is being proposed by the Offeror as a solution to the Commonwealth's needs. The electronic interface sample must have a dashboard/reporting tool with pre-loaded sample purchases to generate example reports for evaluation.

User access must be role-based, so that employees only have access to the specific data they are required to see at their position level within their agency/bureau/department. Only the Contract/Program Administrator will have access to aggregate program information.

The tool must be downloadable in electronic format (e.g. excel, csv, text, etc.) and be broken out by purchase order and Commonwealth Purchasing Card spend. Also, must be able to produce the following required reports: Reports by location, by agency, by user, by product, and products with recycled content with percentage/amount. The Commonwealth may add up to two (2) reports per year, if necessary. At a minimum, the tool must contain the following reporting elements:

- 1) Purchasing Contact Information:
 - Agency Name (must be in a drop-down format consistent with the naming convention found in the **Appendix F, Commonwealth Entities**);
 - Ordering Office Name (ex. bureau, office, or department name); and
 - Physical Address of Delivery.

- 2) Product/Service description:
 - Manufacturer Name;
 - Manufacturer Part Number;

- SKU number;
- Commonwealth of PA Line Identification (specific to the COPA Line ID listed on the **Appendix A, Cost Submittal**);
- Item Description (as listed on the **Appendix A, Cost Submittal**);
- Unit of Measurement;
- Quantity delivered;
- Contract price per unit;
- Gross sale;
- Payment type; and
- Recycled content.

Offerors shall describe the overall functionality of its electronic interface and dashboard/reporting tool and how the tool will meet the Commonwealth's needs. The description should also include: the name of the application; a thorough explanation of application's functionality; sample images; what browser application(s) (e.g. Internet Explorer, Firefox, etc.) the software will run on and the ability to export data into various file formats (e.g. Microsoft excel, CSV, tab delimited, text, etc.). Offerors shall also describe any additional reports available to the Commonwealth and the process for obtaining the reports (i.e. by request, etc.). Sample reports are to be included with the proposal submission.

Offeror Response

- C. Blocking Items.** It is a requirement of the selected Offeror to have the ability to Block items and categories of items that the Commonwealth are not permitted to purchase. Offerors shall describe how they will identify and enforce blocking of non-contract categories/items not permitted to be purchased on this contract, and how they will keep them from appearing on the electronic interface.

Offeror Response

- D. Training.** Training on the supplier(s) electronic interface and other end-user guides is to be provided to the Commonwealth following the contract execution date, to familiarize our end users with the features of the electronic interface and other unique experiences associated with doing business with the supplier.

Offerors shall describe in detail their end-user training plan and guides for both the electronic interface and the dashboard/reporting tool.

Offeror Response

- E. Ordering Process.** The selected Offeror must have the ability to accept orders manually, electronically, and over the phone (via a toll-free number) through a single point of contact. It will be the responsibility of the selected Offeror, upon notification of award, to obtain maps of the locations of each of the using agencies, as well as identifying the contract's end-users (purchasing staff) throughout the Commonwealth. Accounts will be established for each of the end-users (some with multiple ship-to locations). The selected Offeror must notify the ordering agency within 24 hours if an item is out of stock, along with the length of the wait time for availability.

Offeror Response

- F. **Discontinued Products.** The selected Offeror is responsible for notifying DGS of discontinued items in a timely manner. If a product is discontinued, the selected Offeror may propose an equivalent product in its place for the same or lower price. DGS, in its sole discretion, shall determine that the proposed product is an equivalent. If the selected Offeror cannot provide an acceptable equivalent product, DGS may remove the product from the contract. At no point is the selected Offeror allowed to unilaterally change products or pricing. Offerors shall describe their process for handling discontinued products as well as their willingness to comply with the DGS process for addition / deletion of products as stated above.

Offeror Response

- G. **Addition/Deletion of Products.** Offerors shall describe how they will comply with the policies identified in this section and required by the contract; include detail on your internal process for handling each.
- 1) **Deletion of Products.** DGS reserves the right to remove products from the Contract which have been determined to be low usage or no longer a requirement of the using agencies. If an item is removed from the Contract the selected Offeror will be notified.
 - 2) **Addition of Products.** Additional line items that are reasonably construed to be within the scope of this procurement may be added to the contract at the request of the using agency. If DGS determines that the additional item should be added, the following procedures will be followed. DGS will contact the selected Offeror and allow them the opportunity to provide the item. DGS, in its sole discretion, will determine if the price quoted by the selected Offeror is fair and reasonable.

Offeror Response

- G. **Deliveries.** All articles ordered from this contract shall be delivered within 15 business days of order receipt.
- 1) **Delivery Address.** All deliveries should be made to the address specified on the order. These deliveries will be made within the Commonwealth of Pennsylvania. All deliveries will be inside delivery to the address specified on the order.
 - 2) **Packaging.** All orders shall be securely packaged so as to avoid damage in accordance with standard industry practices.
 - 3) **Returns.**
 - a) Any items delivered in poor condition, in excess of the amount ordered, or not included in the purchase order may, at the discretion of the ordering entity, be returned to the Offeror at the Offeror's expense within thirty (30) days. There shall be no restocking fees assessed to the ordering entity.
 - b) Any item(s) rejected at time of delivery may be returned immediately, the Offeror's delivery provider will be required to take the item(s) back. Replacement product for the rejected item(s) will be delivered to the

ordering entity within five (5) calendar days, or the next delivery date, not to exceed fourteen (14) calendar days.

- c) Items which have been deemed unacceptable after delivery has been made can be returned to the selected Offeror. The ordering entity must contact the selected Offeror's Customer Service Representative to arrange for pick-up, replacement and credit for the item(s). The selected Offeror must remove unacceptable product(s) from the ordering entity location within seven (7) calendar days of receipt of notification. Unacceptable product(s) left at the ordering entity location for more than ten (10) calendar days will become the property of the ordering entity to dispose of as they see fit. If invoices have been submitted, the selected Offeror will issue credit(s) for the full amount of the product(s) purchased.
- 4) **Incorrectly Ordered items.** Incorrectly ordered item(s) will be returned to the selected Offeror at the expense of the ordering entity. The selected Offeror may charge a not to exceed 10% per each, restocking fee. Credit for all returned goods shall be made immediately upon receipt of the product by the selected Offeror. Offerors shall describe how they will comply with the return policy required by this contract.

Offerors shall describe how they will comply with the policies identified in this section and required by the contract; include details on your internal process for handling each. Offerors shall also identify their plan or process for obtaining and maintaining appropriate levels of inventory of all products to ensure all delivery requirements are met.

Offeror Response

- I-6. **Contract Turnover.** Upon expiration or termination of the contract, the selected Offeror shall provide for a mutually agreed upon turnover of its services to the Commonwealth and its successor selected Offeror, as applicable. The selected Offeror shall provide a final detailed description of the turnover plan for approval by the Commonwealth within six (6) months prior to the last day of the project. Offeror shall be responsible to pay all costs related to the transfer of materials and responsibilities as a normal part of doing business with the Commonwealth.

Offeror Response

- I-7. **Monthly Reports.** The Awarded Offeror shall submit a monthly report to the Contracting Office referenced herein, no later than the fifteenth of each month for the preceding month. Each report shall include the name and address of the Offeror, contract number, period covered by the report, as well as the description of the item(s) purchased, quantity of each item purchased, cost of items purchased, and the ordering agency. The information shall be arranged in columns on the report for each order received. These reports should be easy to read and customer friendly and shall be in an electronic format utilizing Microsoft® Excel®.

Offeror Response

- I-8. **Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations

for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. Offerors shall describe:

- A. How you anticipate such a crisis will impact your operations; and
- B. Emergency response continuity of operations plan.

Offeror Response

I-9. Payment and Invoicing. Payment and invoicing information can be accessed through the [Pennsylvania Office of the Budget](#) website.

I-10. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal. Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Appendix G, Terms and Conditions**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Appendix G, Terms and Conditions** or to other provisions of the RFP.

Offeror Response

I-11. Service Level Agreements (SLAs). The selected Offeror must meet the Service Level Agreements as described in **Appendix H-Service Level Agreements**. If the selected Offeror fails to meet Service Level Agreements, the deduction to the contractors handling fee will be applied as per the Service Level Agreement.

Offeror Response

APPENDIX A COST SUBMITTAL
JANITORIAL PAPER PRODUCTS
RFP 6100050343

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK:

The Worksheets contained in this workbook shall constitute the Cost Submittal. Completion of this workbook is a requirement of this RFP. Please use the instructions below to complete the Cost Submittal Tab of this workbook. Offerors must submit pricing for every line item identified on the Cost Submittal Tab or your proposal will be deemed non-responsive.

COST SUMMARY TAB:

1. Select the Cost Summary tab at the bottom of this workbook.
2. Complete the highlighted cells (contact information) in the top portion of the Cost Summary Tab.
Note: The information you supply here must match the information you provided to Vendor Registration.

COST SUBMITTAL TAB:

1. Select the Cost Submittal tab at the bottom of this workbook.
2. Column E represents the estimated annual, per each quantity ordered for each item.
3. Using Column F enter the name of the Manufacturer (MFG) of the brand of products you are proposing.
4. Using Column G enter the Manufacturer's (MFG) Part Numbers of the products you are proposing.
5. Using Column H enter the Units of Measure (UOM) for the products you are proposing.
6. Using Column I enter the Per Pack Quantity for the products you are proposing.
7. Using Columns J, L, and N enter the Per Each Prices for the products you are proposing for each year of the initial contract term. Column J is for Year 1, Column L is for Year 2, and Column N is for Year 3 of the initial contract term.
8. This cost spreadsheet will automatically calculate the Total Yearly Extended Price for each year of the initial contract term. The spreadsheet will also automatically calculate the Total Three Year Extended Price. The Total Three year Extended Price will be the Cost evaluated as part of this RFP.

NOTES:

1. Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
2. The cost submittal must be submitted as presented by the Commonwealth and should not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.
3. **Any figures presented in this RFP are based on historical usage and may fluctuate based on future needs.** All costs, unless otherwise mentioned in the RFP, will remain in effect for the initial term of the contract.

APPENDIX A COST SUBMITTAL
 JANITORIAL PAPER PRODUCTS
 RFP 6100050343

OFFEROR NAME	CONTACT PERSON
OFFEROR ADDRESS	EMAIL ADDRESS
	PHONE NUMBER
	VENDOR NUMBER

Cost Submittal Summary

Year 1 Cost	Year 2 Cost	Year 3 Cost
GRAND TOTAL 3 YEAR COST		

APPENDIX A COST SUBMITTAL
 JANITORIAL PAPER PRODUCTS
 RFP 6100050343

Item #	COPA Material Number	Item Description	Additional Description	UOM	Annual Per Each Quantity (E)	MFGR (F)	MFGR's Part Number (G)	UOM (H)	Per Pack Quantity (I)	Year 1 Per Each Price (J)	Year 1 Line Item Extended Price (K)	Year 2 Per Each Price (L)	Year 2 Line Item Extended Price (M)	Year 3 Per Each Price (N)	Year 3 Line Item Extended Price (O)
1	318519	Napkin,6"x13.5",1Ply,White		Pkg	42,192					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	288568	Tissue, Facial, 2Ply, White, PCID1011		Box	48,240					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	318522	TISSUE, TOILET, TYPE I, SZ1, PCID1007	SERVICE ROLL, WHITE, 2 PLY	Roll	47,680					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	318523	TISSUE, TOILET, TYPE II, SZ1, PCID1007	JUMBO, 2,000 FT LONG, WHITE, 2 PLY	Roll	8,418					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	318524	TISSUE, TOILET, TYPE II, SZ1, PCID1007	JUMBO, 4,000 FT LONG, WHITE, 1 PLY	Roll	7,338					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	318526	TISSUE, TOILET, TYPE I, SZ1, PCID1007	SERVICE ROLL, WHITE, 2 PLY	Roll	120,960					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	330324	TISSUE, TOILET, TYPE II, SZ2, PCID1007	MINI/JUNIOR, 1,000 FT LONG, WHITE, 2 PLY	Roll	44,076					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	144015	TISSUE, TOILET, TYPE II, SZ2, PCID1007	MINI/JUNIOR, 2,000 FT LONG, WHITE, 1 PLY	Roll	8,712					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	318529	TOWEL, CTRPULL, 7.7" X 11.8" X 519', 2 PLY, WHT		Roll	7,974					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	322498	TOWEL, C-FOLD, CLASS IB, PCID1008	WHITE, 1 PLY	Pkg	6,752					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	318539	TOWEL, C-FOLD, CLASS IA, PCID1008	WHITE, 1 PLY	Pkg	132,320					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	288569	TOWEL, C-FOLD, CLASS IB, PCID1008	NATURAL, 1 PLY	Pkg	206,048					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	318536	TOWEL, MULTIFOLD, CLASS II, PCID1008	WHITE, 1 PLY	Pkg	464					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	288570	TOWEL, MULTIFOLD, CLASS II, PCID1008	NATURAL, 1 PLY	Pkg	127,638					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	330408	TOWEL, ROLL, CLASS IV, SZ1, PCID1008	800 FT LONG, 1.625 INCH CORE, WHITE, 1 PLY	Roll	660					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	271650	TOWEL, ROLL, CLASS IV, SZ2, PCID1008	800 FT LONG, 1.75 INCH CORE, WHITE, 1 PLY	Roll	19,416					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	290902	TOWEL, ROLL, CLASS IV, SZ1, PCID1008	1,000 FT LONG, 2 INCH CORE, WHITE, 1 PLY	Roll	6,204					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	288571	TOWEL, ROLL, PERFORATED, CLASS III, PCID1008	150 FT LONG, NATURAL, 2 PLY	Roll	25,572					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	330320	TOWEL, ROLL, CLASS IV, SZ1, PCID1008	425 FT LONG, 1.5 INCH CORE, WHITE, 1 PLY	Roll	9,372					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	330321	TOWEL, ROLL, CLASS IV, SZ1, PCID1008	580 FT LONG, 1.75 INCH CORE, WHITE, 1 PLY	Roll	1,848					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	330318	TOWEL, ROLL, CLASS IV, SZ1, PCID1008	950 FT LONG, 1.75 INCH CORE, WHITE, 1 PLY	Roll	15,084					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	330319	Towel, Paper, Roll, 7.6" W x 11.75" L, Centerpull White, 2 Ply 520-Sht 6/Bl Ctn		Roll	2,250					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	330341	TOWEL, ROLL, CLASS IV, SZ1, PCID1008	1,000 FT LONG, 1.5 INCH CORE, WHITE, 1 PLY	Roll	30,792					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	330325	TOWEL, ROLL, CLASS IV, SZ3, PCID1008	1,150 FT LONG, 1.75 INCH CORE, WHITE, 1 PLY	Roll	858					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	322456	TOWEL, ROLL, CLASS IV, SZ1, PCID1008	800 FT LONG, 2 INCH CORE, WHITE, 1 PLY	Roll	15,876					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL YEARLY EXTENDED PRICE										\$	-	\$	-	\$	-
TOTAL THREE YEAR EXTENDED PRICE										\$	-	\$	-	\$	-

Item #	COPA Material Number	Item Description	Additional Description	UOM	Annual Per Each Quantity (E)	MFGR (F)	MFGR's Part Number (G)	UOM (H)	Per Pack Quantity (I)	Year 1 Per Each Price (J)	Year 1 Line Item Extended Price (K)	Year 2 Per Each Price (L)	Year 2 Line Item Extended Price (M)	Year 3 Per Each Price (N)	Year 3 Line Item Extended Price (O)
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APPENDIX B
DISPENSER LIST BY AGENCY/FACILITY

This is a list of the Commonwealth agencies' and their estimated count of paper towel and toilet tissue dispensers. The counts provided in this document are an estimate for the agencies identified. This is not an all inclusive list of Commonwealth agencies and their locations, but it does represent the largest using agencies.

A. Department of Conservation and Natural Resources

- 1. Paper Towel Dispensers**
 - a. All Facilities – 2,147**

B. Department of Corrections

- 1. Paper Towel Dispensers**
 - a. SCI Fayette – 120**
 - b. SCI Green – 120**
 - c. Training Academy – 53**
 - d. SCI Houtzdale – 94**
 - e. SCI Quehanna – 57**
 - f. SCI Huntingdon – 90**
 - g. SCI Camp Hill – 240**
 - h. SCI Forest – 75**
 - i. SCI Grateford (PHX) – 115**
 - j. SCI Retreat – 75**
 - k. SCI Smithfield – 42**
 - l. SCI Laurel Highlands – 75**
 - m. SCI Somerset – 75**

C. Department of General Services

- 1. Paper Towel Dispensers**
 - a. Forum Place Building – 43**
 - b. Finance Building – 60**
 - c. Health & Welfare Building – 30**
 - d. Labor & Industry Building – 99**
 - e. Rachel Carson Building – 82**
 - f. Keystone Building – 105**
 - g. Main Capitol Building – 35**
 - h. North Office Building – 43**
 - i. 22nd & Forster – 29**
 - j. Record Center – 8**
 - k. Central Plant – 2**
 - l. Harristown 1 – 115**
 - m. Harristown 2 – 105**
 - n. Sub Station – 6**
 - o. Annex/Agriculture/Vet Lab – 97**
 - p. Judicial Center – 38**

□

2. Toilet Tissue Dispensers

- a. Forum Place Building – 75
- b. Finance Building - 98
- c. Health & Welfare Building – 94
- d. Labor & Industry Building – 145
- e. Rachel Carson Building – 123
- f. Main Capitol Building – 54
- g. North Office Building – 53
- h. 22nd & Forester – 30
- i. Record Center – 9
- j. 18th & Herr – 26
- k. Harristown 1 – 200
- l. Harristown 2 – 149
- m. Sub Station – 3
- n. Annex/Agriculture/Vet Lab - 73

D. Department of Human Services

1. Paper Towel Dispensers

- a. Hamburg Center – 70
- b. Ebensburg Center – 500
- c. White Haven Center – 235
- d. Commonwealth Tower – 8
- e. Warren State Hospital – 200
- f. Polk Center – 264
- g. Clark Summit State Hospital – 126
- h. Office of Mental Health – 200
- i. Torrance State Hospital – 225
- j. Selinsgrove Center – 450
- k. Loysville Center – 365

2. Toilet Tissue Dispensers

- a. Hamburg Center - 58

E. Dept. of Military and Veterans Affairs

1. Paper Towel Dispensers

- a. Delaware Valley Veterans Home – 179
- b. Southeastern Veterans Center – 450
- c. Gino J Merli Veterans Center – 230
- d. Southwestern Veterans Center – 450
- e. PA Soldiers and Sailors Home – 145
- f. Hollidaysburg Veterans Home – 493

2. Toilet Tissue Dispensers

- a. PA Soldiers and Sailors Home – 105
- b. Southwestern Veterans Home – 100
- c. Southeastern Veterans Home – 295
- d. Hollidaysburg Veterans Home – 320
- e. Delaware Valley Veterans Home – 146
- f. Gino J. Merli Veterans Home – 104



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

PCID NO. 1011

PAPER, TISSUE, FACIAL

Eff. 5/16/18

(this item description supersedes PCID 1011 dated 2/28/12)

This Pennsylvania Commercial Item Description covers requirements for facial tissue. Product shall conform to the following requirements unless otherwise specified in the bid proposal or purchase order.

1. Classification. This specification covers requirements for facial tissue. The tissue shall be soft, highly absorbent, two-ply, folded paper.

2. Quality and Materials. Facial tissue shall be made from clean, processed wood fibers and shall be unglazed and meet the requirements of this specification. The tissue shall not be harmful to the skin or have an objectionable odor. All tissue shall be clean and free from holes or slivers. Tissue shall be free of other objectionable matter or defects and shall be manufactured and packed under sanitary conditions. Facial tissue shall contain a minimum of 10% post-consumer content.

3. Physical Requirements*¹.

TAPPI Method

Tensile Strength:

Cross-direction, dry, g/3inch width:	400	T-404* ² or T-494
Machine Direction, dry, g/3inch	950	T-404* ² or T-494

<u>Absorption Rate</u> , 0.01 ml of Water, max, seconds:	5	T-432
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Elongation:

Machine Direction stretch, %:	12	T-404* ² or T-494
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*1 – All tests to be performed on paper conditioned in accordance with TAPPI Standard T402

*2 – Jaw gap 2” apart on pendulum-type tester and the machine speed of 10 inches per minute.

4. Special Requirements.

4.1 Size - Unless otherwise specified, the area of each single sheet of tissue shall not be less than 64 sq. in., ± ¼ inch, with shortest dimension being not less than 7.0 inches.

4.2 Count Per Box - Unless otherwise specified, each box shall contain one hundred (100) 2-ply tissues.

5. Testing. Tests shall be conducted in accordance with the applicable testing methods of the *Technical Association of the Pulp & Paper Industry (TAPPI) Test Methods* Standards as listed. The Commonwealth reserves the right to use any additional information or applicable tests to determine conformity to specification. The Commonwealth reserves the right to solicit independent product testing, at the awarded supplier's expense, to determine conformance to specification.


6. Inspection & Rejection. Sampling for prior to/post- award testing, if required, will be as defined in the bid proposal. Inspection may be made at place of manufacture at the option of the Commonwealth after an award has been made. Inspection for final acceptance shall be made at the place of delivery and/or after laboratory testing to determine whether product or service meet the specification requirements. Samples for inspection and after delivery testing shall be selected by simple random sampling. If defects are detected during the course of delivery, or after product has been delivered, the Commonwealth reserves the right to reject the defective product and require replacement at no cost to the Commonwealth, or cancel the contract and surcharge the contractor for any expense incurred by the cancellation of the contract and in securing satisfactory materials, if the vendor fails to apply timely and corrective measures.

7. Packing. Product shall be packed consistent with standard commercial practices which will deliver the product in a clean manner ready for use.

8. Shipping Containers. Unless otherwise specified, shipments shall be made in substantial commercial containers, so constructed as to insure acceptance and safe delivery by common or other carrier. Each shipping container shall be clearly marked with the manufacturer's name, product brand name or number, case count and sheet count.

9. Document Sources:

Technical Assoc of the Pulp and Paper Industry
TAPPI
PO Box 105113
Atlanta, GA 30348

Quality Assurance Supervisor: Brian Vulgaris 



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

PCID NO. 1008
Eff. 3/20/20

TOWELS, PAPER
Folded and Roll

(This item description supersedes PCID 1008 dated **5/16/2018**)

This Pennsylvania Commercial Item Description covers requirements for paper towels. Product shall conform to the following requirements unless otherwise specified in the bid proposal or purchase order.

1. Classification -

- Class IA. Standard “C” Fold
- Class IB. Premium “C” Fold
- Class II. Multifold-interfold (single sheet)
- Class III. Roll, softwound perforated ‘kitchen-type’
- Class IV. Roll, Embossed, Hardwound

2. Quality and Materials - Towels shall be well closed and free from lumps, dirt, slivers, holes, breaks, and wrinkles. Perforations shall be complete and regular in roll towels, and folded towels shall have uniform folds. Count shall be full. Towels shall have no disagreeable odor, wet or dry. Towels shall contain a minimum of 40% post-consumer content.

3. Physical Requirements*¹-

	<u>Class IA</u>	<u>Class IB</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>TAPPI Method</u>
Tensile Strength, grams/3inch, min						
Machine Direction						
Dry	3500	4500	3500	2200	4300	T-404* ² or T-494
Wet	1100	1100	1100	725	850	T-456* ² or T-494
Cross Direction						
Dry	2400	2800	1900	1575	1700	T-404* ² or T-494
Dry Elongation, %, min						
Machine Direction	4.0	4.5	4.0	4.0	4.0	T-404* ² or T-494
Water Absorbency, sec/0.1 ml, max	125	55	125	10	100	T-432
Total Absorption, gsm, min	85	120	85	100	85	T-402 * ³

*1 – All tests to be performed on paper conditioned in accordance with TAPPI (Technical Association of the Pulp & Paper Industry) Standard T-402

*2 – Jaw gap 4” apart on pendulum-type tester and the machine speed of 10 inches per minute.

*3 – Total Water Absorption - The test specimen shall be 4x4 ±1/16” conditioned in accordance with TAPPI method No. T-402, and then weighed on an analytical balance. Immerse the specimen in water at 73° F. ± 3.5° F. for 3 minutes, then hang by one corner so that the diagonal is vertical over water and allow the specimen to drain 3 minutes ± 5 seconds remove and weigh. Calculated the following: Absorbent Capacity (g/specimen area) = Wet Weight (g) - Dry Weight (g)

4. Special Requirements / Class IA &B, “C” fold - Each towel when folded shall measure not less than 3” nor more than 4” in width, and not less than 9-1/2” nor more than 12-3/4” ± 1/8” unfolded width. Total area of a single towel shall not be less than 127sq. in.

5. Special Requirements / Class II, Multifold-interfold (single sheet) - Each towel when folded shall measure not less than 3” nor more than 4” in width, and not less than 9” in length when open. Total area of each towel shall not be less than 83 sq. in.

6. Special Requirements / Class III, roll, softwound - Each towel shall measure 10.8”± 0.2” in width.

7. Special Requirements / Class IV, roll, embossed, hardwood

7.1 Size 1. Each roll shall fit standard dispensers for 8.0” wide roll towels (not less than 7.85” nor more than 8.125” in width).

7.2 Size 2. Each roll shall fit the special dispensers for 10.0” wide roll towels (not less than 9.875 “ nor more than 10.125” in width).

7.3 Size 3. Each roll shall fit the special dispensers for 7.5” wide roll towels (not less than 7.375” nor more than 7.7” in width).

8. Measurement - The area of a towel will be measured on the complete towel. All other tests will be conducted using a 1- ply sheet, except that towels, which dispense 2-ply, will be tested 2-ply for tensile strength and dry elongation

9. Testing - Tests shall be conducted in accordance with the applicable testing methods of the: Technical Association of the Pulp & Paper Industry (TAPPI) Test Methods Standards as listed. The Commonwealth reserves the right to use any additional information or applicable tests to determine conformity to specification. The Commonwealth reserves the right to solicit independent product testing, at the awarded supplier’s expense, to determine conformance to specification.

10. Inspection & Rejection - Sampling for prior to/post- award testing, if required, will be as defined in the bid proposal. Inspection may be made at place of manufacture at the option of the Commonwealth after an award has been made. Inspection for final acceptance shall be made at the place of delivery and/or after laboratory testing to determine whether product or service meets the specification requirements. Samples for inspection and after delivery testing shall be selected by simple random sampling. If defects are detected during the course of delivery, or after product has been delivered, the Commonwealth reserves the right to reject the defective product and require replacement at no cost to the Commonwealth, or cancel the contract and surcharge the contractor for any expense incurred by the cancellation of the contract and in securing satisfactory materials, if the vendor fails to apply timely and corrective measures.

11. Packing -

11.1 ☐ “C” fold and multifold-interfold towels shall be packed as described per the line items of the bid. Towels shall be packaged with paper-based sleeve or wrapper covering not less than 75% of the surface of the package area, and with the seam overlapped and securely gummed with a good grade of adhesive. Wrapping paper shall have a minimum bursting strength of 15 PSI. Chipboard wrappers shall have a minimum bursting strength of not less than 45 PSI.

11.2 ☐ Roll towels shall be fully wrapped in accordance with manufacturer’s standard practice. Cluster packs will be acceptable.

11.3 ☐ Class IV towels shall be packed as described per the line items of the bid.

12. Shipping Containers - Unless otherwise specified, shipments shall be made in commercial containers, so constructed as to insure acceptance and safe delivery by common or other carrier. Each shipping container shall be clearly marked with the manufacturer’s name, product brand name or number, case count and towel size.

13. Document Sources -

Technical Assoc of the Pulp and Paper Industry
TAPPI
PO Box 105113
Atlanta, GA 30348

Quality Assurance Supervisor: Brian Vulgaris



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

PCID NO. 1007

PAPER, TOILET TISSUE

Eff. 5/16/18

(this item description supersedes PCID 1007 dated 5/24/12)

This Pennsylvania Commercial Item Description covers requirements for paper toilet tissue. Product shall conform to the following requirements unless otherwise specified in the bid proposal or purchase order.

1. Classification - Types and sizes covered under this specification:

<u>Type I - Roll, perforated</u>	<u>Type II - Roll, non-perforated</u>
Size 1. Service	Size 1. Jumbo
	Size 2. Mini/Jr

2. Quality and Materials - Toilet tissue shall be made from clean, processed wood fibers and shall be unglazed. The tissue shall not be harmful to the skin or have an objectionable odor. All tissue shall be clean and free from dirt spots, holes or tears 1/16 inch in one sheet (or 5 running inches for non-perforated roll tissue). Tissue shall be free of other objectionable matter or defects and shall be manufactured and packed under sanitary conditions. Toilet tissue shall contain a minimum of 20% post-consumer content.

3. Physical Requirements*1 -

	<u>Type I</u> <u>Size 1</u>	<u>Type II</u> <u>Size 1 Size 2</u>		<u>TAPPI Method</u>
<u>Tensile Strength</u> , Dry, Cross-direction, g/3in, min:	250	350	350	T-494
<u>Tensile Strength</u> , Dry, Machine Direction, g/3in, min:	1000	1000	1000	T-494
<u>Tensile Strength</u> , Wet, Machine Direction, g/3in, max:	210	210	210	T-456 and T-494
<u>Water Absorbency</u> , 0.01 ml *2 of Water, max, seconds:	25	25	25	T-432

*1 – All tests to be performed on paper conditioned in accordance with TAPPI Standard T-402

*2 – Maximum number of seconds to absorb shall have a tolerance of 10%

4. Special Requirements / Type I, roll, perforated –

4.1 Cores - The tissue shall be evenly and tightly wound on cores made of stiff, round paperboard sufficiently rigid to prevent collapse of the roll under ordinary conditions of transportation and use. The inside diameter of the cores shall be 1-1/2" ± 1/4".

4.2 Width - Sheet width (also roll width) shall be 4.1" ± 1/4".

4.3 Length - Each sheet shall be 4.0" ± 1/4" in length.

4.4 Perforations - The tissue shall be perforated at right angles to the edges for easy and even detachment of single sheets.

5. Special Requirements / Type II, roll, non-perforated –

5.1 Tissue shall be unglazed for delivery through a companion-dispensing fixture.

5.2 Size 1 - Roll shall have a maximum diameter of 13".

5.3 Size 2 - Roll shall have maximum diameter of 9-1/2".

5.4 Cores - Cores shall be 3-1/4" ± 1/4" inside diameter, 2-ply minimum with sufficient rigidity to prevent collapse of the roll under ordinary conditions of transportation and use.

5.5 Width - Sheet width (also roll width) shall be 3-1/2" ± 1/4".

5.6 Size 1 – Each 1-ply roll shall have a minimum 168,000 square inches of tissue. Each 2-ply roll shall have a minimum 84,000 square inches of tissue.

5.7 Size 2 – Each 1-ply roll shall have a minimum 84,000 square inches of tissue. Each 2-ply roll shall have a minimum 42,000 square inches of tissue.

6. Dispensers - General requirements for Type II products are as follows:

6.1 Dispensers shall protect roll from dirt and moisture and be easily cleaned

6.2 Dispensers shall be equipped with lock and key to deter theft and vandalism.

6.3 Dispensers shall be furnished with all fixture hardware for installation (including, but not limited to nuts, bolts, screws, washers, brackets, etc.).

7. Testing - Tests shall be conducted in accordance with the applicable testing methods of the *Technical Association of the Pulp & Paper Industry (TAPPI) Test Methods* Standards as listed. The Commonwealth reserves the right to use any additional information or applicable tests to determine conformity to specification. The Commonwealth reserves the right to solicit independent product testing, at the awarded supplier's expense, to determine conformance to specification.

8. Inspection & Rejection - Sampling for prior to/post- award testing, if required, will be as defined in the bid proposal. Inspection may be made at place of manufacture at the option of the Commonwealth after an award has been made. Inspection for final acceptance shall be made at the place of delivery and/or after laboratory testing to determine whether product or service meets the specification requirements. Samples for inspection and after delivery testing shall be selected by simple random sampling. If defects are detected during the course of delivery, or after product has been delivered, the Commonwealth reserves the right to reject the defective product and require replacement at no cost to the Commonwealth, or cancel the contract and surcharge the contractor for any expense incurred by the cancellation of the contract and in securing satisfactory materials, if the vendor fails to apply timely and corrective measures.

9. Packing - Product shall be packed according to good commercial practice and the following requirements:

9.1 Type I, Size 1 - Each roll shall be packed consistent with industry standards for adequate protection and to prevent unwinding.

9.2 Type I, Size 2; Type II, Size 1; Type II, Size 2 - Each roll shall be packed consistent with industry standards for adequate protection and to prevent unwinding.

10. Shipping Containers - Unless otherwise specified, shipments shall be made in corrugated commercial containers, so constructed as to insure acceptance and safe delivery by common or other carrier. Each shipping container shall be clearly marked with the manufacturer's name, product brand name or number, case count and sheet count.

11. Document Sources –

Technical Assoc. of the Pulp and Paper Industry
TAPPI
PO Box 105113
Atlanta, GA 30348

Quality Assurance Supervisor: Brian Vulgaris



Commonwealth Entities

Organization Name	Commonwealth Affiliation
Board of Probation & Parole	Executive Agency
BVM Org 0000	Executive Agency
BVM Rental Program	Executive Agency
Commission for Women	Executive Agency
Commission on Crime and Delinquency	Executive Agency
Council of the Arts	Executive Agency
Dept of Aging	Executive Agency
Dept of Agriculture	Executive Agency
Dept of Banking and Securities	Executive Agency
Dept of Community & Economic Develop	Executive Agency
Dept of Community & Economic Development, Industrial Development Authority	Executive Agency
Dept of Community & Economic Development, Minority Business Development Authority	Executive Agency
Dept of Conservation & Natural Res	Executive Agency
Dept of Corrections	Executive Agency
Dept of Drug & Alcohol Program	Executive Agency
Dept of Education	Executive Agency
Dept of Environmental Protect	Executive Agency
Dept of Environmental Protection, PA Environmental Hearing Board	Executive Agency
Dept of General Services	Executive Agency
Dept of Health	Executive Agency
Dept of Human Services	Executive Agency
Dept of Human Services, PAeHealth Partnership Authority	Executive Agency
Dept of Labor & Industry	Executive Agency
Dept of Military & Veterans Affairs	Executive Agency
Dept of Revenue	Executive Agency
Dept of State	Executive Agency
Dept of Transportation	Executive Agency
Executive Offices	Executive Agency
Governor's Advisory Commission on African American Affairs	Executive Agency
Governor's Advisory Commission on Asian American Affairs	Executive Agency
Governor's Advisory Commission on Latino Affairs	Executive Agency
Governor's Office	Executive Agency
Governor's Office - Loans	Executive Agency
Insurance Department	Executive Agency
Juvenile Court Judges Commission	Executive Agency
Lt. Governor's Office	Executive Agency
Lt. Governor's Office, Board of Pardons	Executive Agency
Office of Administration	Executive Agency
Office of Administration, Commonwealth Technology Center (CTC)	Executive Agency
Office of General Counsel	Executive Agency
Office of Health Care Reform	Executive Agency
Office of Housing and Community Revitalization	Executive Agency
Office of Inspector General	Executive Agency
Office of the Budget	Executive Agency
Pennsylvania Emergency Management Agency	Executive Agency
Public Employee Retirement System	Executive Agency
Rural Development Council	Executive Agency
State Police	Executive Agency
Attorney General	Independent
Auditor General	Independent
Board of Claims	Independent
Capitol Preservation Committee	Independent

Commonwealth Financing Authority	Independent
Energy Development Authority	Independent
Fish & Boat Commission	Independent
Game Commission	Independent
Gaming Control Board	Independent
Health Care Cost Containment Council	Independent
Higher Educ. Assistance Agency	Independent
Historical & Museum Comm	Independent
Human Relations Commissions	Independent
Labor Relations Board	Independent
Liquor Control Board	Independent
Milk Marketing Board	Independent
Patient Safety Authority	Independent
Port Authorities	Independent
Public School Employees Retirement System	Independent
Public Television Network Commission	Independent
Public Utility Commission	Independent
Regulatory Review Commission	Independent
State Civil Service Comm	Independent
State Employees Retirement System	Independent
State Ethics Commission	Independent
State Tax Equaliz Board	Independent
Treasury Department	Independent
Treasury Department, Board of Finance Review	Independent
Commonwealth Court	Judicial
Judicial Conduct Board	Judicial
Supreme Court	Judicial
General Assembly	Legislative
House of Representatives	Legislative
Joint Legislative Conservation Committee	Legislative
Legislative Budget & Fin	Legislative
Senate	Legislative
Senate CMPC	Legislative
Bloomsburg University (PSSHE)	State Affiliated
California University of PA	State Affiliated
Cheyney University (PSSHE)	State Affiliated
Dixon University (PSSHE)	State Affiliated
Higher Education Facilities Authority	State Affiliated
Infrastructure Investment	State Affiliated
Lock Haven University (PSSHE)	State Affiliated
Municipal Retirement Sys	State Affiliated
PA Housing Finance Authority	State Affiliated
Shippensburg University (PSSHE)	State Affiliated
State Public School Building Authority	State Affiliated
State System of Higher Ed (PSSHE)	State Affiliated
Thaddeus Stevens College of Technology	State Affiliated
Turnpike Commission	State Affiliated
The Pennsylvania State University	State Related
University of Pittsburgh	State Related

Note: The Commonwealth Entities list may change at any time at the discretion of the Commonwealth.

**APPENDIX G
CONTRACT TERMS AND CONDITIONS**

V.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006): The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1d Term of Contract – Contract (May 2012): The initial term of the Contract shall be 03 year(s) and 00 month(s). The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2a Renewal of Contract Term (Nov 30 2006): The Contract may be renewed for a maximum of 2 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006): The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.5 CONTRACT-003.1b Signatures – Contract (July 2015): The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date. The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

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

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating

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

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

V.6 CONTRACT-004.1a Definitions (Oct 2013): As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

V.7 CONTRACT-005.1a Purchase Orders (July 2015): Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

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

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall

constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

- a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

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

V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006): In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

V.9 CONTRACT-007.01a Supplies Delivery (Nov 30 2006): All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006): It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered

under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.11 CONTRACT-008.1a Warranty (Oct 2006): The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013): The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization. The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.13 CONTRACT-009.1d Ownership Rights (Oct 2006): The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

V.14 CONTRACT-010.1a Acceptance (Oct 2006): No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.15 CONTRACT-010.2 Product Conformance (March 2012): The Commonwealth reserves the right to require any and all Contractors to:

- a. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- b. Supply published manufacturer product documentation.
- c. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- d. Complete a survey/questionnaire relating to the bid requirements and specifications.
- e. Provide customer references.
- f. Provide a product demonstration at a location near Harrisburg or the using agency location.

V.16 CONTRACT-010.3 Rejected Material Not Considered Abandoned (Oct 2013) The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

V.17 CONTRACT-011.1a Compliance With Law (Oct 2006): The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

V.18 CONTRACT-013.1 Environmental Provisions (Oct 2006): In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section

6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

V.19 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016): Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

V.20 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009): The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.21 CONTRACT-015.1 Compensation (Oct 2006): The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

V.22 CONTRACT-015.2 Billing Requirements (February 2012): Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information: Vendor name and "Remit to" address, including SAP Vendor number; Bank routing information, if ACH; SAP Purchase Order number; Delivery Address, including name of Commonwealth agency; Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible); Quantity provided; Unit price; Price extension; Total price; and Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.23 CONTRACT-016.1 Payment (Oct 2006):

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations

promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.24 CONTRACT-016.2 ACH Payments (Aug 2007):

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.25 CONTRACT-017.1 Taxes (Dec 5 2006): The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.26 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006): The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.27 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006):

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.28 CONTRACT-020.1 Audit Provisions (Oct 2006): The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.29 CONTRACT-021.1 Default (Oct 2013):

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
 - 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;
 - 12) Assignment made for the benefit of creditors;

- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

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

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

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

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

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

V.30 CONTRACT-022.1 Force Majeure (Oct 2006): In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.31 CONTRACT-023.1a Termination Provisions (Oct 2013): The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior

to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.32 CONTRACT-024.1 Contract Controversies (Oct 2011):

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.33 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013):

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

V.34 CONTRACT-026.1 Other Contractors (Oct 2006): The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.35 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018): The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable

federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- f. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- g. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- h. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- i. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof.

Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- j. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.36 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015): It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- a. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- 1) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- 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 the execution of this contract.
- 3) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- 4) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- 5) "Financial Interest" means either:
 - 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 holding any position of management.
- 6) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- 7) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

- 1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws

or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- 2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- 3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- 4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- 5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c) had any business license or professional license suspended or revoked;
 - d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

factual circumstances or were false or should have been known to be false when entering into the contract.

- 6) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- 7) When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- 8) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 9) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- 10) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and

remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

V.37 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010): For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 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, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 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 that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the: Department of General Services Office of Chief Counsel 603 North Office Building Harrisburg, PA 17125 Telephone No: (717) 783-6472 FAX No: (717) 787-9138 V.38 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- 1) Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 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. Section 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.
- 2) 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.

V.39 CONTRACT-031.1 Hazardous Substances (April 2017): The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 34 Pa. Code Section 301.1 - 323.6.

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

1) Hazardous substances:

- a) The chemical name or common name,
- b) A hazard warning, and
- c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:

- a) The common name, but if none exists, then the trade name,
- b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
- c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
- d) A hazard warning, and
- e) The name, address, and telephone number of the manufacturer.

3) Single chemicals:

- a) The chemical name or the common name,
- b) A hazard warning, if appropriate, and
- c) The name, address, and telephone number of the manufacturer.

4) Chemical Mixtures:

- a) The common name, but if none exists, then the trade name,
- b) A hazard warning, if appropriate,
- c) The name, address, and telephone number of the manufacturer, and
- d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture. A common name or trade name may be used only if the use of the name more easily or readily identifies the true

nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container. The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are: NFPA 704, Identification of the Fire Hazards of Materials. National Paint and Coatings Association: Hazardous Materials Identification System. · American Society for Testing and Materials, Safety Alert Pictorial Chart. · American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

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

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

V.40 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006): The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.41 CONTRACT-033.1 Applicable Law (Oct 2006): This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.42 CONTRACT-034.1a Integration – RFP (Dec 12 2006): This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.43 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006): In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

V.44 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011): The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.45 CONTRACT-035.1a Changes (Oct 2006): The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

V.46 CONTRACT-037.1a Confidentiality (Oct 2013):

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

DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

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

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

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

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

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

V.47 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016): The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

V.48 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006): If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

V.49 CONTRACT-051.1 Notice (Dec 2006): Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

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

V.50 CONTRACT-052.1 Right to Know Law (Feb 2010):

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall: 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

- g. □ The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. □ The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. □ The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

Appendix H

SERVICE LEVEL AGREEMENTS (SLA)

To ensure that the best service is provided to the Commonwealth, several service level agreement (SLA) has been developed to hold the Contractor accountable for their actions when service expectations are not met.

Reports detailing compliance with SLAs must be provided to the Commonwealth quarterly. The report shall include the specific data requested to demonstrate compliance for the SLA, and any service level agreement violations. The quarterly report shall include all data and documentation necessary to establish compliance or evidence of noncompliance.

#	RFP AGREEMENT STANDARD	SERVICE LEVEL AGREEMENT (SLA)	PERFORMANCE LEVELS
1.	Deliveries.	Must be made within 15 business days of receipt of order by the Contractor	If the performance level for delivery is not met, and notification from the agency is made, the Contractor will receive an email or written communication from the Contract Administrator to correct the problem. A solution plan shall be sent to the Contract Administrator within 1 calendar week of receipt of notice. If the problem continues, or the Contractor fails to provide the solution plan, the Contractor will be given a second written warning. At the time of the second written warning, and assuming corrective action has not been instituted, the Contractor will have to pay a \$25.00 penalty, per instance of failed performance, to the Commonwealth.
2.	Product Compliance	Janitorial Paper Products must comply with the specifications in Appendix C - PCID 1011, Appendix D - PCID 1008, Appendix E - PCID 1007	If Contractor fails to meet the required specifications in PCID 1011, 1008, 1009, a Performance Letter will be sent to the Contractor. The Contractor will be required to provide the Contract Administrator with a Corrective Action Plan, documenting how they will correct the performance. If the corrective action plan is accepted and the Contractor fails to comply, an entry will be made in the Commonwealth's Contractor Responsibility Program (CRP) System. Continued failures to comply or if performance issues continue the contract could be cancelled for non-compliance.
3.	Addition/ Deletion of Products	Pre-approval of replacement products	Contractor shall not provide replacement products, which have not been pre-approved by DGS, in place of a discontinued or defective product. Failure to obtain DGS pre-approval could lead to return of the unapproved product. The Contractor will be liable for the costs associated with the return and replacement of the product.

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500, or \$500 for a Department of General Services Self-Certified Small Business, or \$166 for a Department of General Services-verified Small Diverse Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, you must submit a copy of your active Small Business Contracting Program certificate with your bid response.

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

I. REQUIREMENTS

- A.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

	STATE	PREFERENCE
1.	Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2.	Arizona	5% (construction materials produced or manufactured in the state only)
3.	Hawaii	10%
4.	Illinois	10% for coal only
5.	Iowa	5% for coal only
6.	Louisiana	4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products
7.	Montana	5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials
8.	New Mexico	5%
9.	New York	3% for purchase of food only
10.	Oklahoma	5%
11.	Virginia	4% for coal only
12.	Washington	5% (fuels mined or produced in the state only)
13.	Wyoming	5%

- B.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

	STATE	PREFERENCE
1.	Hawaii	15%
2.	Idaho	10%
3.	Louisiana	3%
4.	Montana	8%
5.	New Mexico	5%
6.	Wyoming	10%

- C.** The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state or exclude bidders from states that exclude nonresident bidders. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

STATE	PREFERENCE
1. Alaska	5% (supplies only)
2. Arizona	5% (construction materials from Arizona resident dealers only)
3. California	5% (for supply contracts only in excess of \$100,000.00)
4. Connecticut	10% (for supplies only)
5. Montana	3%
6. New Mexico	5% (for supplies only)
7. South Carolina	2% (under \$2,500,000.00) 1% (over \$2,500,000.00)
	This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.
8. West Virginia	2.5% (for the construction, repair or improvement of any buildings)
9. Wyoming	5%

STATE	PROHIBITION
1. New Jersey	For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses.

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

STATE	PROHIBITION
1. Alabama	Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . . /and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/
2. Georgia	Forest products only
3. Indiana	Coal
4. Michigan	Printing
5. New Mexico	Construction
6. Ohio	Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General.
7. Rhode Island	Only for food for state institutions.

*If the bid discloses that the bidder is offering to supply one of the above-listed products that is manufactured, mined, or grown in the listed state, it shall be rejected. Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C_{above}). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE

IV. BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address: _____

- B.** In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:
1. Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: _____
 2. **a.** If the bidder is a corporation:
 - (1) The corporation is or is not incorporated under the laws of the Commonwealth of Pennsylvania.
 - (a) If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: _____
 - (b) If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: _____
 - (2) The corporation is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: _____
 - b.** If the bidder is a partnership:
 - (1) The partnership is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____
 - (2) The partnership is or is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: _____
 - c.** If the bidder is an individual:

He or she is or is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A.** All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B.** The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C.** The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the RFP.
- D.** The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E.** The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F.** To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G.** To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H.** The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

- I.** The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J.** Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K.** Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.
- L.** The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

Participating Addendum with an External Procurement Activity

Participating Addendum with an External Procurement Activity. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa.C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

A. **Definitions.** The following words and phrases have the meanings set forth in this provision:

1. **External procurement activity:** The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C.S. §1901]. An agency of the United States is an external procurement activity.”
2. **Participating addendum:** A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
3. **Public procurement unit:** The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”
4. **Purchasing agency:** The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”

B. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.

C. **Additional Terms.**

1. A participating addendum may include additional terms that are required by the law governing the external procurement activity.
2. A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
3. The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.

4. If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.

D. Prices.

1. **Price adjustment.** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - a) State and local taxes;
 - b) Unemployment and workers compensation fees;
 - c) E-commerce transaction fees; and
 - d) Costs associated with additional terms, established pursuant to this **Part I, Section I-32.**
2. The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.

E. Usage Reports on External Procurement Activities. The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the fifteenth calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

F. Electronic Copy of Participating Addendum. The Contractor, upon request of the Contracting Officer, shall submit **one** electronic copy of the participating addendum to the Contracting Officer within **ten** days after request.

**TECHNICAL SUBMITTAL
JANITORIAL PAPER PRODUCTS**

Commonwealth of Pennsylvania
Department of General Services
Bureau of Procurement
Attention: Ben Huffine

September 25, 2020

Subject: Request for Proposal - RFP 6100050343

Dear Mr. Huffine

Veritiv Operating Company (referred to as Veritiv) is pleased to submit our formal response to your Request for Proposal RFP 6100050343, Janitorial Paper Products.

Veritiv certifies that we have received all RFP documents and understand the Scope of Work requirements covered by this solicitation. We are fully committed and capable of fulfilling the requirements of this RFP. Veritiv is offering in our proposal the ability to service all state agencies and COSTARS eligible entities throughout the entire Commonwealth of PA.

Contractor – Veritiv Operating Company
4501 Westport Drive
Mechanicsburg, PA 17055

Veritiv looks forward to continue working with you. Should you have any questions regarding our formal proposal, please contact me directly by email Richard.Whitcomb@veritivcorp.com or phone at 717-512-4709.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rick Whitcomb". The signature is written in a cursive style.

Rick Whitcomb
PA Sales Manager

- I-1. Statement of Project.** State in succinct terms your understanding of the project presented, or the service required by this RFP.

Offeror Response

Veritiv has read the Request for Proposal and fully understands that the Commonwealth of Pennsylvania is requiring supply and delivery of janitorial paper products to all state agencies. The requirements to deliver are to all state agencies located within the state within 15 days from receipt of order. Veritiv recognizes that this Contract will have a term of three (3) years. Veritiv is well aware of the overall Contract terms, conditions, requirements and expectations of the Department of General Services as well as all state agency end users. Veritiv will provide exceptional service with conforming product specifications, at the correct price and with full compliance.

- I-2. Qualifications.**

- A. Company Overview.** Offeror shall provide a short and descriptive company overview, including company name, parent company if applicable, and company overview.

Offeror Response

Veritiv Operating Company (Veritiv) is a North American leader in business-to-business distribution solutions with nearly 8,800 team members located in more than 180 locations across North America.

Our history goes back more than 150 years, and on July 1, 2014, the xpedx business of International Paper Company and Unisource Worldwide, Inc. were joined together under a new parent company, Veritiv Corporation (NYSE: VRTV). Veritiv is listed as a Fortune 500 Company!

As the largest distributor of printing, packaging, and facility supplies in North America, Veritiv serves tens of thousands of customers, across Canada, the United States, and Mexico, in key strategic markets. These markets include, but are not limited to, commercial printing, food and material manufacturing, fulfillment, government, healthcare, as well as primary and secondary education.

With annual sales in excess of \$1 billion in facility supplies and equipment, Veritiv is well positioned with thousands of products and a local distribution network to achieve high fill rates with minimal backorders.



- B. Prior Experience.** Include experience in past, previous or current work engagements and reference information the Offeror has gained which would qualify it for this engagement. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Offeror Response

Veritiv currently has earned a total of 6 state wide contracts that include Floor Machines, Vacuum Cleaners, Cleaning Equipment and Accessories (managed by Lisa Vega in DGS), Gloves-Laboratory, Medical, Industrial and Work (managed by Victor Restagno in DGS), Fine and Specialty Printing Paper (managed by Kevin Reichard in DGS) Disposable Food Service Products Lot 1 and Lot 2 (managed by Stanley Pakoskey in DGS), Janitorial Supplies (managed by Ben Huffine in DGS). In addition to the six (6) state wide contracts, Veritiv has been awarded two (2) Costar contracts that include: Janitorial Supplies and Appliances, Cafeteria and Supplies. Veritiv has been working with various levels of DGS for over 40 years. In addition to the current name, we were awarded contracts under Harrisburg Paper Company, Resource Net International, xpedx and now Veritiv. All the contracts named above are current and in place and used by all the Commonwealth agencies and Costar entities. We take pride in our best in class supply chain organization providing the best solutions daily with a competitive price in all markets. Our past performance should be a valued element as the new RFP is graded.

- C. Personnel.** Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where these personnel will be physically located during the time they are engaged in the Project. For key personnel, include the employee's name, and through a resume or similar document, the Project personnel's education and experience in customer service and account management. Key personnel shall include, but not be limited to, the following positions: Account Manager, Technical Support Manager, Customer Service Team, and Accounts Receivable/Payable Manager. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

Key Personnel.

- 1) **Account Manager.** The selected Offeror must designate a dedicated Account Manager that will serve as a main point of contact for insuring the successful and seamless implementation of this contract. The Account Manager shall:
 - a) Be, at a minimum, available to the Commonwealth from Monday through Friday during the normal business hours of 8AM to 5PM EST;
 - b) Actively participate in regularly scheduled business review meetings with the Commonwealth to evaluate past performance and address recurring issues. The Commonwealth will assess agency satisfaction with the selected Offeror's quality of service and performance. If any service deficiencies are identified, the selected Offeror and Department of General Services ("DGS") representatives will determine a plan of action to ensure that the level of service improves.
 - c) Play an important role in overseeing the selected Offeror's Customer Service Representative Team. He/she will be responsible for, but not limited to, ensuring high quality of service, interfacing as an issue escalation catalyst, resolving problems and proactively addressing cost savings and optimization opportunities across Commonwealth agencies;
 - d) Identify and analyze issues and/or opportunities that may arise over the course of this contract;
 - e) Be accountable for ensuring that the orders are delivered in accordance with the contract requirements and terms and conditions and resolve any issues revolving around delivery, stocking levels, product quality and other delicate issues that directly affect customer satisfaction levels; and
- 2) **Technical Support Manager.** The selected Offeror must designate a Technical Support Manager that will serve as a main point of contact for any technical concerns relating to the electronic interface and dashboard/reporting tool. The Technical Support Manager shall:
 - a) Be available to the Commonwealth, at a minimum, Monday through Friday during the normal business hours of 8AM to 5PM EST; and
 - b) Be responsible for, but not limited to, ensuring high quality of customer service, reducing electronic interface downtime and resolving technical concerns.
- 3) **Customer Service Representative Team.** In order to administer this contract, the selected Offeror must provide the Commonwealth with a Customer Service team that will be dedicated to the Commonwealth's account and be available, at a minimum, of Monday through Friday from 8AM to 5PM EST. The Offeror must provide a toll-free telephone number and an email address to contact the Customer Service Team. The team's prime responsibilities consist of managing their network's distribution and warehousing centers that carries the requested janitorial paper products and

arranging prompt delivery to the Commonwealth's locations. The team must be knowledgeable, qualified, and experienced. Describe applicable customer service experience and ability to provide qualified resources to satisfy this need.

- 4) **Accounts Receivable/Payable Manager.** This individual will be the dedicated point of contact for the Commonwealth for all billing and invoicing questions.

Offeror Response

Veritiv has Corporate Support based in Atlanta GA with all our procurement specialists, marketing specialists, and supply chain experts. Customer service is based in Jacksonville, Florida and managed by Kevin Carrier, our Accounts Receivable team is based in Carrolltown, Texas led by Tom Sheridan. Scott Macpherson, the Region Sales Leader, has responsibility for the entire Northeast territory which includes Central PA. All the previous contracts mentioned are managed locally in Mechanicsburg, PA at our distribution center located on Westport Drive in Mechanicsburg. Greg Garno is the Regional Operations Leader with over 4 years experience at Veritiv. Craig Walton is the Distribution Manager in Mechanicsburg with 26 years of experience. Greg Brammer is the Driver Manager and has 24 years of service with Veritiv. Rick Whitcomb, Sales Manager in PA, has 30 years of experience with Veritiv. Kim Sowers, PA Contract Manager, has 37 years experience with Veritiv. This PA local team of managers along with the Atlanta based support staff has extensive customer experience along with Supply Chain expertise to bring valued solutions to the PA customers daily. We are hands on and available Monday through Friday from 8am till 5pm.

Veritiv currently has a dedicated customer service team to provide overall support to all the Commonwealth and COSTARS customers through our existing Contracts. Veritiv will keep the Customer Service platform in place for this Paper Towel Contract. Customer Service is available, at minimum, from 8am to 5pm local market time. Inventory status and e-Procurement systems are accessible 24/7. Veritiv's assigned key account personnel will be available during standard business hours in the local market. These key account personnel will be the assigned field sales representatives and sales manager. Rick Whitcomb will continue to be the main point of contact for this contract. His experience and knowledge of PA, along with his past success bringing savings to DGS, will continue. Over the years, Rick has identified several hundred thousands of dollars of savings to DGS in different programs and systems that help to drive efficiencies and real cost avoidance along with documented real cost savings. He will be held accountable to hold business meetings and drive compliance as Veritiv has done for many years.

Veritiv's Sales Manager and Sales Support Team is based in Mechanicsburg, Pennsylvania and are available from 8:00 AM to 5:00 PM Eastern Standard Time.

This dedicated Customer Service team fully understands and has demonstrated the ability over the last five (5) years in processing thousands of purchase orders on an annualized basis along with providing the professional support to all end users. In addition to the inside support staff, there are four (4) Sales Advisors who work with all the state agencies throughout PA. They include: Rebecca Long, SE PA; Randy Kuentzler, Central PA; Stacey Avery, NE PA and Kristin Corsnitz, Western PA. Each seller has been with Veritiv for over 12 years and is fully engaged and available to work with end users as the need arises.

D. Subcontractors. Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from DGS. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

- 1) Name of subcontractor;
- 2) Primary contact name and email;
- 3) Address of subcontractor;
- 4) Description of services to be performed;
- 5) Number of employees by job category assigned to this project; and
- 6) Resumes (if appropriate and available).

Offeror Response

Veritiv fully understands the scope of the Contract and will not require any sub-contractors.

I-3. Requirements. Offeror shall **acknowledge** or **describe** its ability to meet each requirement listed below in the "Offeror Response" block and, if applicable, describe any relevant experience and qualifications, which supports the response.

A. General Requirements.

- 1) **Pricing.** Offerors must provide pricing on every line item listed in **Appendix A, Cost Submittal**. The proposal submitted by the selected Offeror will be incorporated into any resulting Contract and the selected Offeror will be required to provide the awarded item(s) at the prices quoted in its proposal. The offeror can be a manufacturer or authorized distributor.

Offeror Response

Veritiv has read, understands and will comply with all of the terms and conditions as it relates to Pricing.

- 2) **Approved Equal.** Whenever an item is defined in this RFP by trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted therewith shall be implied. Any reference to a manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a "no substitute" is requested. When a "no substitute" is requested, the Issuing Office will consider only proposals for the referenced product only. The term "approved equal" is defined as meaning any other

make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which is to be used equally as well as specified. An Offeror quoting on a product other than the referenced product shall: a) furnish complete identification in its proposal of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposed to furnish, if requested; and c) indicate any known specification deviations from the referenced product.

Offeror Response

Veritiv has read, understands and will comply with all of the terms and conditions as it relates to Approved Equals.

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

Offeror Response

Veritiv has read, understands and will comply with all of the terms and conditions as it relates to Post-Submission Descriptive Literature.

- 4) **Security. (For Department of Corrections Only)** The selected Offeror or their sub-contractors who utilize regular delivery transportation will have to submit a [Centralized Clearance Check Information Request](#) through the original supplier for all drivers (regardless if delivery is inside or outside of the fence). Common carriers will not be required to render clearance requests, however, are subject to search and escort procedures. ALL CARRIERS reporting to outside warehouses must secure their vehicle (windows closed and doors locked), sign in at warehouse and wait for further directions from Correctional staff.

Offeror Response

Veritiv has read, understands and will comply with all of the terms and conditions as it relates to Security for the Department of Corrections. As the current Contractor for towel and tissue products, we are fully aware of the security clearances for making deliveries. For several years delivering to PA state correctional facilities, Veritiv has had no issues.

B. Specific Requirements.

- 1) **Pricing.** Line item pricing will be firm for the initial three (3) year contract term. Offerors shall furnish with their proposal line item pricing for each of the three years of the initial contract term for all the items contained in

Appendix A, Cost Submittal. In order to be eligible Offerors must be able to quote 100% of the items contained in the **Appendix A, Cost Submittal**.

Offeror Response

Veritiv has read, understands and will comply with all of the terms and conditions as it relates to Contract Pricing.

- 2) **Price Adjustments.** The selected Offeror may request a price adjustment during the contract renewal process. The selected Offeror must provide a written justification to DGS Contracting Officer with supporting documentation that provides details of the proposed price adjustment. The request will be reviewed by DGS and must be approved before any price adjustments take place.

Offeror Response

Veritiv has read, understands and will comply with all of the terms and conditions as it relates to Contract Price Adjustments.

- 3) **Dispensers.** Offerors shall furnish to the Commonwealth dispensing equipment that is required for use with the janitorial paper products purchased through this Contract. Equipment shall be installed within fifteen (15) calendar days, or upon mutual agreement, of receiving a request from a Commonwealth agency and shall become the property of the Commonwealth. There shall be no additional charge for supplying and installing dispensing equipment. **Appendix B, Dispenser List By Agency** of this RFP provides a list of using agencies and their estimated quantities of paper towel and toilet tissue dispensers. This is not an all-inclusive list but it does identify the largest using agencies for this contract. Please describe your transition and implementation for removing existing dispensers and replacing with new dispensers, as needed by Commonwealth agencies.

Offeror Response

Veritiv has read, understands and will comply with all of the terms and conditions as it relates to the requirements for Dispensers.

- 4) **Minimum Order.** The minimum order qualifying for F.O.B. delivered price shall be \$50.00. If an ordering entity does not meet the minimum order dollar amount the Offeror(s) may add a reasonable freight/shipping cost accordingly. Please acknowledge acceptance of this minimum order value.

Offeror Response

Veritiv has read, understands and will comply with all of the terms and conditions as it relates to Contract Minimum Order.

- 5) **Specification.** Please refer to the core list of items on the **Appendix A, Cost Submittal** for a description of each item included in the solicitation. The products must conform to PCID 1011, PCID 1008 and PCID 1007. DGS reserves the right to reject a product, post award if the product performance is deemed unacceptable.

- 6) **Product Certification.** Offerors must submit with their proposal Certified Laboratory Test Data, in accordance with the TAPPI method as identified in the Pennsylvania Commercial Item Descriptions (PCID). The Certified Laboratory Test Data must officially state that the products to be supplied meets the requirements detailed in the PCIDs. The applicable PCIDs, which will be incorporated as part of the contract, are: PCID 1011 Facial Tissue (**Appendix C**), PCID 1008 Paper Towels (**Appendix D**), and PCID 1007 Toilet Tissue (**Appendix E**). Failure to submit the required documentation may result in your proposal being deemed non-responsive.

Offeror Response

Veritiv has read, understands and will comply with all of the product specifications as referenced in the PCIDs as well as the terms and conditions as it relates to Product Certification. Veritiv is representing the manufacturers that are best in class in this industry.

- 7) **Samples.** DGS may request samples prior to award of any or all lots, or during the term of the contract. DGS reserves the right to use any additional information or applicable tests to determine conformity to Specification. DGS reserves the right to solicit independent product testing at the selected Offeror's expense to determine conformance to specification.

Offeror Response

Veritiv has read, understands and will comply with all of the terms and conditions as it relates to Samples.

- I-4. **Value Added Services.** Offerors shall describe in narrative form any value added services, that are within the scope of this RFP, which will improve efficiency or effectiveness of Commonwealth operations and/or provide savings. The Offeror may, at the Department of General Service's discretion, make these options available, beyond those specifically identified in this RFP, at no cost to the Commonwealth.

Offeror Response

Veritiv will provide customer training on an as needed basis to end users. Many of our field sales representatives are CIMS certified, Healthcare Advisors and LEAN Engineers. We provide the product knowledge, whether it be for energy efficient products, new products or environmentally preferable products. Our sales representatives will work at the customer's facility, conduct a walk through audit, and provide recommendations for the most economical, most efficient and best results.

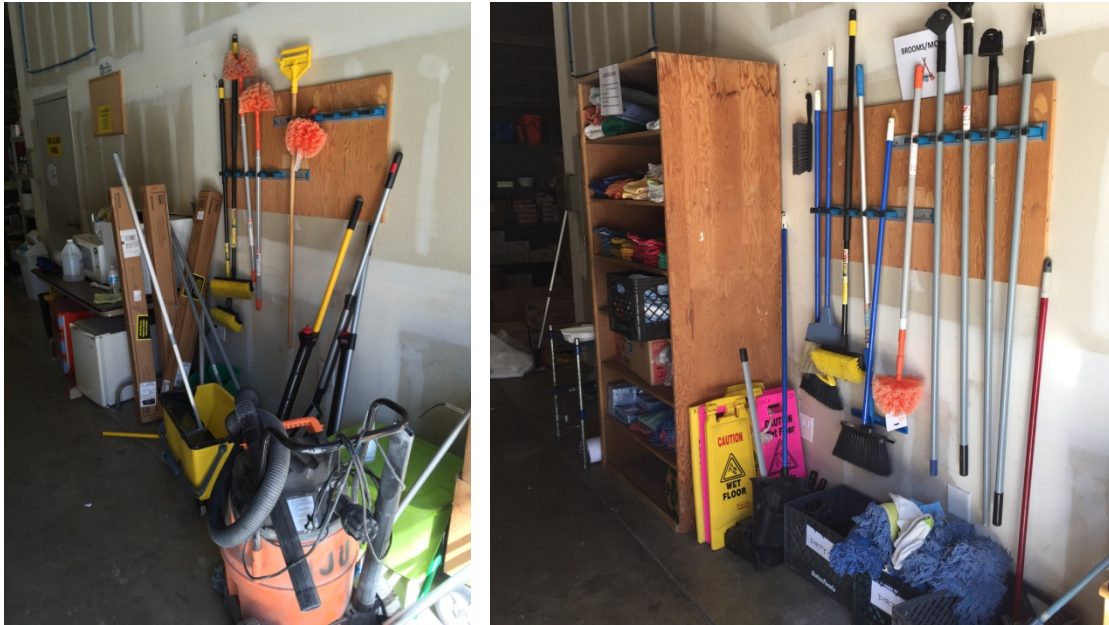
Veritiv will also offer additional tools for those end users who are GREEN and SUSTAINABLE driven. For example;

Our LEAN Advisors will present and train all end users in Veritiv's exclusive GREEN GAUGE PROGRAM. The Green Gauge Program provides keen insights into your green cleaning program by analyzing your paper, liner, chemical and skincare purchases and associated processes against LEED v4 O+M standards. It then displays this information in a report that can easily transfer to LEED® Online™.

Green Gauge even identifies items that might have more sustainable alternatives. Even if the end user is not currently pursuing LEED certification, your customized Green Gauge report provides detailed green cleaning program information in an easy-to-read format that can be shared with your tenants.



Can we reduce the number of SKU's in cleaning products while maintaining the cleanliness of the facility? By reducing the SKU's, end users become more familiarized with fewer cleaning products which make the training and use of the cleaners easier and safer. The LEAN Advisor will also recommend standardized cleaning products and chemicals throughout the end user's facility and or agency. This allows cross training and cross working situations. End user will know what to expect and how to use various cleaners, making for a safer work environment.



Veritiv conducts seminars for our current and potential customers all throughout the year. We focus on many different topics including Sustainability, Zero Waste Reduction programs, Veritiv Ecommerce, Floor Care Best Practices, Safety, and Blood borne Pathogens to name a few. Upon request, Veritiv will support the participating state agencies with seminars and other communication types, such as tradeshow and webinars.

The custodial staff typically changes periodically and the need for hands on training is normally required. Veritiv will be there.

I-5. Work Plan. Describe in narrative form your technical plan for accomplishing the work using the task descriptions set forth below as your reference point.

A. Start-up/Implementation. Describe your implementation plan to meet the following requirements. Offeror(s) shall submit their proposed implementation methodology for the project. The implementation plan shall include all activities necessary for the implementation of service. The selected Offeror shall meet with the Commonwealth to review the draft implementation plan and gather any additional details required to finalize the implementation plan. A finalized implementation plan shall be submitted to the Commonwealth within ten (10) calendar days from the effective date of the contract. The implementation plan shall account for a Go Live date of no later than 60 calendar days from the effective date of the contract.

Offeror Response

As the incumbent State Contractor for the past 5 years for these products, the state agencies will have a very smooth seamless transition into this Contract. Veritiv has all of the accounts setup internally, the state agencies understand the ordering process and we have the product readily available in our servicing distribution center. However, Veritiv's PA Sales Manager, at time of

contract award, will schedule a meeting with the Department of General Services team to discuss the notification of Veritiv's award to all state agencies. For this statewide contract, Veritiv will utilize our full administration to ensure that the implementation will be a proactive, smooth and expeditious success.

First, within the first 48 hours of award, Veritiv will create a contract overview document that will highlight the contract number, Veritiv key personnel, effective start date, contact information, and any other pertinent information. On the contract overview, we will have all ordering information. Necessary training will be conducted on the ordering process. Orders may be placed via phone, e-mail, fax or online. Veritiv will position all market basket contract items strategically inventoried at each of our distribution centers that will be servicing the end user locations. Veritiv understands that the existing contract expires the end of June 2020 and will be prepared to successfully implement without a lapse of contract coverage.

Within the first week of award, we will conduct initial calls, emails and webinars to all participating customers to notify them of the new Contract.

Internally, led by Kim Sowers, Veritiv will update all Contract sell prices into our Price Management system to ensure that on the effective start date of the Contract, all state agencies will have the new pricing when placing orders either via by phone, email, fax or e-commerce.

Rick Whitcomb will conduct internal training to Veritiv's government sellers and customer service representatives to ensure they fully understand the parameters of the new Contract and for them to be in compliance with the Contract when assisting state agency personnel.

Veritiv has been successfully implementing large statewide Contracts within the Commonwealth for over 30 years, we have the knowledge and know how on how to implement!!

B. Electronic Interface and Dashboard/Reporting Tool. It is required that the selected Offeror provide a secure, role-based, user-friendly website catalog tool with Commonwealth specific pricing. Offeror's shall describe the overall functionality of its electronic interface and dashboard/reporting tool and how the tool will meet the Commonwealth's needs.

The selected Offeror is responsible for providing a web-based dashboard/reporting tool (hosted by the selected Offeror) for use by the Commonwealth (Contract/Program Administrator and other designees) to manage the janitorial supplies contract, including the ability to review/audit invoices by agency/site location. The Commonwealth will require that each Offeror provide access to a sample electronic interface, including web location and temporary log-in information to be utilized within 60 days after the proposal due date for evaluation purposes. This sample must have functionality that is being proposed by the Offeror as a solution to the Commonwealth's needs. The electronic interface sample must have a dashboard/reporting tool with pre-loaded sample purchases to generate example reports for evaluation.

User access must be role-based, so that employees only have access to the specific data they are required to see at their position level within their

agency/bureau/department. Only the Contract/Program Administrator will have access to aggregate program information.

The tool must be downloadable in electronic format (e.g. excel, csv, text, etc.) and be broken out by purchase order and Commonwealth Purchasing Card spend. Also, must be able to produce the following required reports: Reports by location, by agency, by user, by product, and products with recycled content with percentage/amount. The Commonwealth may add up to two (2) reports per year, if necessary. At a minimum, the tool must contain the following reporting elements:

1) Purchasing Contact Information:

- Agency Name (must be in a drop-down format consistent with the naming convention found in the **Appendix F, Commonwealth Entities**);
- Ordering Office Name (ex. bureau, office, or department name); and
- Physical Address of Delivery.

2) Product/Service description:

- Manufacturer Name;
- Manufacturer Part Number;
- SKU number;
- Commonwealth of PA Line Identification (specific to the COPA Line ID listed on the **Appendix A, Cost Submittal**);
- Item Description (as listed on the **Appendix A, Cost Submittal**);
- Unit of Measurement;
- Quantity delivered;
- Contract price per unit;
- Gross sale;
- Payment type; and
- Recycled content.

Offerors shall describe the overall functionality of its electronic interface and dashboard/reporting tool and how the tool will meet the Commonwealth's needs. The description should also include: the name of the application; a thorough explanation of application's functionality; sample images; what browser application(s) (e.g. Internet Explorer, Firefox, etc.) the software will run on and the ability to export data into various file formats (e.g. Microsoft excel, CSV, tab delimited, text, etc.). Offerors shall also describe any additional reports available to the Commonwealth and the process for obtaining the reports (i.e. by request, etc.). Sample reports are to be included with the proposal submission.

Offeror Response

With our online solutions, customers get the benefit of Internet access with instant information when you need it. We offer:

- *Online access to real-time inventory availability*
- *Online access to contract pricing*
- *Online catalogs with images and detailed product information*
- *Easy-to-use order placement and reorder templates*
- *Customized product and pricing*
- *Online review of order information and invoices*
- *Purchase history reports*

- *Workflow Management – Budgets and Order Approvals*

Our goal is to support your business goals with seamless transaction integration. Our solutions are easy to use, secure and customized to meet your requirements. The URL is:

<https://commerce.veritivcorp.com>

Veritiv has one of the largest business-to-business e-commerce portals on the Internet and the largest provider of paper, graphics, packaging and facility supplies with more than 100,000 SKUs available. Our online component complements the extensive Veritiv sales, customer service and technical teams and is part of the overall service offering to Veritiv customers. According to customers, our online solutions help them reduce total procurement costs and employee time associated with ordering supplies and equipment.

We also help customers better manage supply chain and product inventory levels — key components in productivity and profitability.

Veritiv eBusiness is focused on using industry standards that handle the majority of transaction types. We offer fully integrated EDI programs that are ready to send and accept common business transactions. We currently support message standards such as EDI, cXML and xCBL. Whatever system you have, we will work with you to find a solution to integrate your processes with our systems

Our Search engine allows for continuous ‘narrow by’ options throughout the search. This screen below represents an initial search of facility supplies, can liners & trash bags. Notice additional item criteria on the left hand side of the page allowing the user to further narrow their search by MFG Name, Brand, Color, Size...etc.

Show Stocked Items Only

Print >

Browse Products

Facility Supplies → *Can Liners & Trash Bags*
 369 Stocked Items Found

Stocked Item
 Closeout Item
 MSDS Available
 Eco-Friendly Items
 Certified Items

Compare
Add to Cart


Page 1 [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#)

	Item	Customer Part #	Description	Packing	MFG Item #
<input type="checkbox"/>	10612973		1074130/Rpd2424-06N Can Liner 23X24 7-10 Gallon Light Duty Natural 50/RL 1000/CS	1000/Case	1074130
<input type="checkbox"/>	10612984		1074131/Rpd2433-08N Can Liner 23X31 12-16 Gallon LGHT Duty Natural 50/RL 1000/CS	1000/Case	1074131
<input type="checkbox"/>	10613013		1074133/Rpd3037-10N Can Liner 30X36 20-30 Gallon Light Duty Nat 25/RL 500/CS	500/Case	1074133
<input type="checkbox"/>	10613031		1074134/Rpd3340-11N Can Liner 33X39 33 Gallon Medium Duty Natural 25/RL 500/CS	500/Case	1074134
<input type="checkbox"/>	10613046		1074137/Rpd4048-12N Can Liner 40X46 40-45 Gallon Med Duty Natural 25/RL 250/CS	250/Case	1074137
<input type="checkbox"/>	10613049		1074162/Rpd4048-16N Can Liner 40X46 40-45 Gallon Heavy Duty Natural 25/RL 250/CS	250/Case	1074162
<input type="checkbox"/>	10613052		1074164/Rpd4348-16N Can Liner 42X47 56 Gallon Heavy Duty Natural 25/RL 200/CS	200/Case	1074164
<input type="checkbox"/>	10640058		1106177/Rpd3037-13N Can Liner 30X36 20-30 Gallon Medium Duty Nat 25/RL 500/CS	500/Case	1106177
<input type="checkbox"/>	10640056		1106178/Rpd4048-22N Can Liner 40X46 40-45 Gallon Heavy Duty Natural 25/RL 150/CS	150/Case	1106178
<input type="checkbox"/>	10492498		118770 Can Liner 40X46 1.4Mil Shields Ldpe Flat Black 125/CS	125/Case	118770
<input type="checkbox"/>	10504938		119249 Can Liner 24X32 1Mil Shields Blue 500/CS	500/Case	119249
<input type="checkbox"/>	10537686		1236390 Bag 36X39 1Mil Extra Packaging Hvy Duty Hot Water Soluble Natural 100/CS	100/Case	1236390

All contract pricing is fed real time to eCommerce. We have all accounts 'chain coded' to the proper pricing contract(s).


ITEM 10561390 Print >

Facility Supplies → [Skin Care](#)

 **8816-03 Handwash 1250MI Gojo Botanical Foam Refill For Adx-12 3/CS**

Pack: 3/Case
Product#: 10561390

Customer Product#: **Save**



Your Unit Price: **\$30.75 / CS** ←

Quantity: UOM: CS ▾ Minimum Order Qty: 1 CS
Multiple of: 1 CS


Update Price & Availability
Add To My Favorites
Add to Cart

Availability
Features
Order Lists

	Quantity
Phoenix:	3
2+ Days:	
La Palma :	25
Total:	28


If quantity displayed is insufficient for your needs, you may still place your order. Your Order confirmation will contain additional information.

In Veritiv's eCommerce system, all Certified items are identified with a Tree symbol designating them as Certified.

 Item 10615132 order quantity changed to meet minimum or multiple.

ITEM 10615132 Print >

Printing & Imaging → Coated Cover → #1, #2 & #3 Grades → [Sheets](#)

 **26X40 320M 80# White Porcelain Eco 30 Silk Cover 4000/SK U33654**

Pack: 4000/Skid
Product#: 10615132

Customer Product#: **Save**

Image Not Available

[Request a Sample](#)

Veritiv Price:

Quantity	4000	8000	12000	16000
Price	\$48.99	\$46.40	\$43.81	\$40.18

Your Unit Price: **\$48.99 / HU**
Your Total Price: **\$1,959.60 for 4000 SH**

Quantity: UOM: SH ▾ Minimum Order Qty: 4,000 SH
Multiple of: 4,000 SH

Item quantity must be a valid order multiple.

Note: Purchases may be limited to quantities on hand.

Update Price & Availability
Add To My Favorites
Add to Cart

Availability
Features
Order Lists
Certification Info ←

	Product Label	Certification %	Vendor Cert. #
FSC:	FSC MIX 50% REGISTERED		SGS-COC-004492

Veritiv's eCommerce does offer workflow management with regard to location/buyer budgets and approvals. Approval rules may be set for dollar amount per Order, Day, Week or Month as well as for Orders requiring PO's or for purchasing items outside of the established program. Budgets may be set for Daily, Weekly or Monthly dollar totals.

Order Approval

 Print >

Create Approval Rule

Order Creator: Debbie S

Rule Type:

Dollar Amount:

ConfirmationEmail:

Approvers:

Account:

Account Level:

We do have online tracking capability; any order delivered on a Veritiv truck will also contain an online POD.

My Orders

Print >

Order Type: My Internet Orders ▾

My Internet Orders

Internet Order Number	Sales Order Number	Purchase Order#	Order Date	Status	Est. Del Date	Est. Del Window	Ship Status
uni-002556710		104293	07/14/2016	Confirmation Pending	07/15/2016		
uni-002555818	46670711790	104269	07/13/2016	Confirmed	07/14/2016	05:00 AM-08:00 AM	
uni-002555099	46670711645	104252	07/12/2016	Confirmed	07/13/2016	05:30 AM-08:30 AM	
uni-002554190							
uni-002553625							
uni-002552669							
uni-002551769							
uni-002551184							
uni-002549922							
uni-002549445							
uni-002549142							
uni-002548226							
uni-002547500							
uni-002547405							
uni-002546470							
uni-002545180							
uni-002544020							
uni-002542863							
uni-002542327							
uni-002541024							
uni-002540576							
uni-002540125							
uni-002538606							
uni-002538436							
uni-002537920							
uni-002537638							

TrackandShipment - Google Chrome

gsd.unisourceworldwide.com/TrackandTrace/TrackMultipleShipment.aspx?ty

Shipment Pick Up Date: Estimated Delivery Date: 7/14/2016

Actual Delivery Date: 7/14/2016

Origin: Destination: BLOOMINGTON IL US

Date	Location	Time	Activity	Co
7/13/2016		6:48 PM		Routed by Roa
7/14/2016	BLOOMINGTON,IL	7:31 AM	DELIVERED	

Shipment Details

Tracking/PRO#: 70711790 Carrier Name: Veritiv
 BOL: Shipment Type: Veritiv Truck
 Veritiv Sales Order#: 70711790 Weight: 11748
 Customer PO#: Hazmat: No
 3PL Client SO#: Signed By: M.RAYBURN

Order history is available online. All Internet Orders, Backorders and Open Orders will display online.

My Orders

Order Type: My Internet Orders ▾

My Internet Orders My Backorders My Open Orders

Internet Order Number	Sales Order Number	Purchase Order#	Order Date	Status	Est. Del Date	Est. Del Window	Ship Status
uni-002556710		104293	07/14/2016	Confirmation Pending	07/15/2016		
uni-002555818	46670711790	104269	07/13/2016	Confirmed	07/14/2016	05:00 AM-08:00 AM	
uni-002555099	46670711645	104252	07/12/2016	Confirmed	07/13/2016	05:30 AM-08:30 AM	
uni-002554190	46670711420	104232	07/11/2016	Confirmed	07/12/2016	05:45 AM-08:45 AM	
uni-002553625	61618773	104208	07/08/2016	Confirmed	07/12/2016		
uni-002552669	46670711055	104193	07/07/2016	Confirmed	07/08/2016	05:45 AM-08:45 AM	
uni-002551769	46670710800	104178	07/06/2016	Confirmed	07/07/2016	05:30 AM-08:30 AM	
uni-002551184	46670710605	104165	07/05/2016	Confirmed	07/06/2016	05:30 AM-08:30 AM	
uni-002549922	46670710285	104148	07/01/2016	Confirmed	07/05/2016		
uni-002549445	46670710150	104138	06/30/2016	Confirmed	07/01/2016	05:30 AM-08:30 AM	
uni-002549142	46670709955	104126	06/30/2016	Confirmed	07/01/2016	05:30 AM-08:30 AM	
uni-002548226	46670709660	104112	06/29/2016	Confirmed	06/30/2016	05:30 AM-08:30 AM	
uni-002547500	61609554	104094	06/28/2016	Confirmed	07/05/2016		
uni-002547405	46670709320	104088	06/29/2016	Confirmed	06/29/2016	05:30 AM-08:30 AM	
uni-002546470	46670709010	104062	06/27/2016	Confirmed	06/28/2016	05:45 AM-08:45 AM	
uni-002545180	46670708720	104039	06/23/2016	Confirmed	06/24/2016	05:30 AM-08:30 AM	
uni-002544020	46670708390	104021	06/22/2016	Complete	06/23/2016		
uni-002542863	46670708070	103995	06/20/2016	Confirmed	06/21/2016	05:45 AM-08:45 AM	
uni-002542327	46670707930	103971	06/20/2016	Complete	06/20/2016		
uni-002541024	46670707385	103933	06/16/2016	Confirmed	06/17/2016	05:45 AM-08:45 AM	
uni-002540576	70707326	103929	06/15/2016	Confirmed	06/21/2016		
uni-002540125	46670707155	103908	06/15/2016	Confirmed	06/17/2016		
uni-002538606	70706750	103876	06/13/2016	Confirmed	06/13/2016		
uni-002538436	46670706675	103866	06/13/2016	Confirmed	06/14/2016	05:45 AM-08:45 AM	
uni-002537920	70706490	103858	06/10/2016	Confirmed	06/10/2016		
uni-002537638	46670706395	103840	06/10/2016	Confirmed	06/10/2016		
uni-002537094	61594343	103825	06/09/2016	Confirmed	06/10/2016		
uni-002536028	46670705970	103798	06/08/2016	Confirmed	06/09/2016	05:30 AM-08:30 AM	
uni-002535306	46670705760	103777	06/07/2016	Confirmed	06/08/2016		
uni-002534303	46670705490	103750	06/06/2016	Confirmed	06/07/2016	05:00 AM-08:00 AM	
uni-002533680	61588573	103726	06/03/2016	Confirmed	06/07/2016		
uni-002532881	46670705235	103707	06/02/2016	Confirmed	06/03/2016	05:30 AM-08:30 AM	
uni-002531414	46670704860	103671	06/01/2016	Confirmed	06/02/2016	05:45 AM-08:45 AM	
uni-002530587	46670704690	103650	05/31/2016	Confirmed	06/01/2016	05:30 AM-08:30 AM	

Veritiv has Order Lists available and they can be Personal Lists which display for every account/location a buyer has access to. Also, there are Order Lists that may be attached at different account levels – Main, Bill To and Ship To levels of the account.

My Order Lists Print >

Personal Order Lists:

Name	Owner	Modified By / Comments	Action
Create New List	<input type="text"/>		Create

Main Order Lists:

Name	Owner	Modified By / Comments	Action
Create New List	<input type="text"/>		Create

Bill-To Order Lists:

Name	Owner	Modified By / Comments	Action
Create New List	<input type="text"/>		Create

Ship-To Order Lists:

Name	Owner	Modified By / Comments	Action
Sample	finijo01	finijo01 on 09/11/2013	Delete Make Bill-To Manage Order List
Create New List	<input type="text"/>		Create

Credit Card information is not stored online but instead in our secure legacy system. A user may use a CC online for purchases. After the first time a CC is used online the user may ask to have this CC saved to the account. That user will then be able to choose to use that card on future purchase. We will only display the last 4 digits and expiration date of the CC online.

Online Help is available 8am – 8pm EST. In addition to utilizing the Contact us button, the user may send a pre-populated e-mail to their dedicated customer service group and/or sales representative. Toll free phone numbers are available for both website and Customer Service assistance.

Contact Us

 Print >

Your questions are important to us. Please feel free to contact one of our Customer Service Professionals. You can also use the email form at the bottom of the page.

Customer Service available M-F 8am-5pm:

Facility Supplies: 1-866-714-8302
Packaging: 1-866-714-8303
Printing & Imaging: 1-866-714-8306

Website Assistance available M-F 8am-8pm ET:

United States: 1-866-285-0155 eBusinessSupport@veritivcorp.com

EMAIL FORM

Please complete the form and select a Question Category that best describes your comment so that we can respond as quickly as possible.

First Name:
Last Name:
Company or Organization:
Telephone: xxx-xxx-xxxx
E-mail address:
Question Category: ▼

Use the space below for comments or requests:

To whom would you like to direct your comments or requests?

- Customer Service Professional
- Sales Representative

SDS sheets are available online.



SAFETY DATA SHEET

Page 1 of 4

1. IDENTIFICATION

PRODUCT NAME: CRYSTAL KLEEN LAUNDRY DETERGENT	
RECOMMENDED USE: LAUNDRY DETERGENT	
RESTRICTIONS ON USE: DO NOT USE IN A MANNER INCONSISTENT WITH THE LABEL.	
LABEL BRAND: UNISOURCE	CODE U22942, 10295954, 4054858
SDS 101944C	U22943, 10295955, 4054938

EMERGENCY TELEPHONE: 1-888-660-6737 USA (24/7)	DISTRIBUTED EXCLUSIVELY BY:
PRODUCT INFORMATION: 1-800-864-7687 USA (8AM-5PM)	UNISOURCE WORLDWIDE, INC.
INTERNET ADDRESS: WWW.UNISOURCEWORLDWIDE.COM	6600 GOVERNORS LAKE PARKWAY
	NORCROSS, GA 30071 USA

2. HAZARD(S) IDENTIFICATION

CLASSIFICATION: EYE IRRITATION (CATEGORY 2A), SKIN IRRITATION (CATEGORY 2)	
<p>LABEL ELEMENTS</p> <p>SIGNAL WORD: WARNING</p> <p>PICTOGRAMS: EXCLAMATION MARK</p> <p>HAZARD STATEMENTS: CAUSES SERIOUS EYE IRRITATION AND SKIN IRRITATION.</p> <p>PRECAUTIONARY STATEMENTS: Wear chemical-splash goggles and chemical-resistant protective gloves. Avoid contact with eyes, skin, and clothing. Wash hands and affected areas thoroughly after handling.</p> <p>FIRST AID: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing for at least 15 minutes. If eye irritation persists, get medical attention. IF ON SKIN: Wash with plenty of water. If skin irritation occurs, get medical attention. Take off contaminated clothing and wash it before reuse. IF SWALLOWED: Rinse mouth. If conscious, dilute by drinking up to a cupful of milk or water as tolerated.</p> <p>EMERGENCY TELEPHONE: 1-888-660-6737</p>	
KEEP OUT OF REACH OF CHILDREN. FOR COMMERCIAL AND INDUSTRIAL USE ONLY.	
HAZARDS NOT OTHERWISE CLASSIFIED: Not applicable.	

3. COMPOSITION / INFORMATION ON INGREDIENTS

HAZARDOUS INGREDIENT(S)	CAS #	WEIGHT %

Online access for users is matched to their account and location(s) they shop for. As such, we display the real time inventory available in the Veritiv distribution center that services the particular location as well as supporting DC's.

ITEM 10169745


Print >

Facility Supplies → Towels, Tissues & Wipers → Towels → *Rolls*

★ 290089 Hand Roll Towel 7 3/4X700Ft Sca Tork Advanced White 6/CS

Pack: 6/Case
Product#: 10169745

Save



Your Unit Price: **\$31.34 / CS**

Quantity:
UOM: CS ▼
Minimum Order Qty: 1 CS
Multiple of: 1 CS

Update Price & Availability
Add To My Favorites
Add to Cart

Availability
Features
Order Lists

	Quantity
Philadelphia:	55
Next Day:	
Mechanicsburg, Jessup:	848
2+ Days:	
Windsor , Southborough :	197
Total:	1,100

If quantity displayed is insufficient for your needs, you may still place your order. Your Order confirmation will contain additional information.

Veritiv's e-commerce website is conducive to promoting program compliance.

Veritiv can provide the reporting that is required in the terms and conditions. In addition, Veritiv offers canned reports such as, but not limited to, the following: 1).Product Purchases; 2). Internet orders; 3).Invoice Reports; 4) My Usage Reports (multiple). Different Usage Reports are e-mailed to the user primarily every month or as requested by the end user; these reports contain month over month usage history for the date range entered by the user.

1). Product Purchases

My Reports Print >

The following option allows you to pull invoice(s) under different scenarios within a 13 month rolling basis. Please be advised that these obligations may differ from either your statement balance or total obligations due.

For specific questions concerning your account balance, please contact our Credit Dept to assist you.

• Customers in the United States call (800) 874-9165.

Report Name:
(Optional)

Description:
(Optional)

Select a Report Type to begin.

Report Type: Product Purchases

Account Selection: GPO - Philadelphia/Camden/Wilmington HUD Offices - Bill-To [Change Account](#)

Complete the form below to create a report based on your Veritiv sales. Make the appropriate selections in the Field, Comparator and Value boxes below and click the add link.

Report Criteria:


Field	Comparator	Value	Actions
Brand Name ▼	Starts With ▼	Type brand name or select one ▼	Add Reset

Select or unselect data to display in the report results:

<input checked="" type="checkbox"/> Grade	<input checked="" type="checkbox"/> Basis Weight	<input checked="" type="checkbox"/> Brand Name
<input checked="" type="checkbox"/> Description	<input checked="" type="checkbox"/> Total Price	<input checked="" type="checkbox"/> Invoice Date
<input checked="" type="checkbox"/> Invoice Number	<input checked="" type="checkbox"/> Veritiv Item Number	<input checked="" type="checkbox"/> Manufacturer
<input checked="" type="checkbox"/> M Weight	<input checked="" type="checkbox"/> Internet Order Number	<input checked="" type="checkbox"/> Purchase Order#
<input checked="" type="checkbox"/> Price UOM	<input checked="" type="checkbox"/> Quantity Invoiced	<input checked="" type="checkbox"/> Ship To
<input checked="" type="checkbox"/> Size	<input checked="" type="checkbox"/> Unit Price	<input checked="" type="checkbox"/> Qty UOM

2). Internet Orders

My Reports

 Print >

The following option allows you to pull invoice(s) under different scenarios within a 13 month rolling basis. Please be advised that these obligations may differ from either your statement balance or total obligations due.

For specific questions concerning your account balance, please contact our Credit Dept to assist you.

- Customers in the United States call (800) 874-9165.

Report Name:
(Optional)

Description:
(Optional)

Select a Report Type to begin.

Report Type: Internet Orders

Account Selection: GPO - Philadelphia/Camden/Wilmington HUD Offices - Bill-To [Change Account](#)

Complete the form below to create a report based on your Veritiv sales. Make the appropriate selections in the Field, Comparator and Value boxes below and click the add link.

Report Criteria:


Field	Comparator	Value	Actions
Internet Order Number ▼	equals ▼	uni-	Add Reset

Select or unselect data to display in the report results:

- Date
- Requested Delivery Date
- Order Creator
- Order Number
- Payment Method
- Purchase Order#
- Ship To
- Order Status
- Taxes
- Order Total

Create New Report

3). Invoices

 Print >

My Reports

The following option allows you to pull invoice(s) under different scenarios within a 13 month rolling basis. Please be advised that these obligations may differ from either your statement balance or total obligations due.

For specific questions concerning your account balance, please contact our Credit Dept to assist you.

• Customers in the United States call (800) 874-9165.

Report Name:
(Optional)

Description:
(Optional)

Select a Report Type to begin.

Report Type: Invoices

Account Selection: GPO - Philadelphia/Camden/Wilmington HUD Offices - Bill-To [Change Account](#)

Complete the form below to create a report based on your Veritiv sales. Make the appropriate selections in the Field, Comparator and Value boxes below and click the add link.

Report Criteria:


Field	Comparator	Value	Actions
<input type="text" value="Purchase Order#"/>	<input type="text" value="equals"/>	<input type="text"/>	Add Reset

Select or unselect data to display in the report results:

Invoice Date
 Invoice Number
 Internet Order Number
 Purchase Order#
 Ship To
 Tax
 Order Total

[Create New Report](#)

4). My Usage Report

 Print >

My Usage Reports

General Reports:



Listed below are three top requested reports. Select the report you would like to run, enter the date range (limited to 185 days per report) and enter an email address. Your report will be emailed to you within 30 minutes. Be sure to change the account selection if you have access to multiple locations and would like to include them in a single report.

Account Selection: GPO - Philadelphia/Camden/Wilmington HUD Offices - Bill-To [Change Account](#)

Product Usage Report (Excel) ←

Line Item Detail Report (Excel) ←

Total Spend Report (Excel) ←

From:  **To:**  **Email Address:**

[Run Report](#)

Through the reporting capabilities referenced above, Veritiv has the ability to query on identified environmentally preferable products. The query can be created to illustrate different report formats.

- C. **Blocking Items.** It is a requirement of the selected Offeror to have the ability to Block items and categories of items that the Commonwealth are not permitted to purchase. Offerors shall describe how they will identify and enforce blocking of non-contract categories/items not permitted to be purchased on this contract, and how they will keep them from appearing on the electronic interface.

Offeror Response

Yes, Veritiv has the ability to block items/segments from view and purchase of users; our website is conducive to promoting program compliance.

- D. **Training.** Training on the supplier(s) electronic interface and other end-user guides is to be provided to the Commonwealth following the contract execution date, to familiarize our end users with the features of the electronic interface and other unique experiences associated with doing business with the supplier.

Offerors shall describe in detail their end-user training plan and guides for both the electronic interface and the dashboard/reporting tool.

Offeror Response

As indicated throughout this proposal, Veritiv has a robust e-commerce ordering tool that will be made available to all existing and new customers on this Contract. Veritiv will utilize our dedicated field sales representatives for customer training as well as utilize our E-business team to conduct as many Webex trainings as necessary.

- E. **Ordering Process.** The selected Offeror must have the ability to accept orders manually, electronically, and over the phone (via a toll-free number) through a single point of contact. It will be the responsibility of the selected Offeror, upon notification of award, to obtain maps of the locations of each of the using agencies, as well as identifying the contract's end-users (purchasing staff) throughout the Commonwealth. Accounts will be established for each of the end-users (some with multiple ship-to locations). The selected Offeror must notify the ordering agency within 24 hours if an item is out of stock, along with the length of the wait time for availability.

Offeror Response

Veritiv has the ability to accept orders from customers via fax, email, phone or e-commerce. Dedicated Customer Service Representatives are assigned to the Commonwealth account to assist with the ordering process.

Telephone number: 866-366-2310

Fax number: 800-493-9250

Email is: fl267-ne-sup@veritivcorp.com

E-Commerce: <https://commerce.veritivcorp.com>

- F. Discontinued Products.** The selected Offeror is responsible for notifying DGS of discontinued items in a timely manner. If a product is discontinued, the selected Offeror may propose an equivalent product in its place for the same or lower price. DGS, in its sole discretion, shall determine that the proposed product is an equivalent. If the selected Offeror cannot provide an acceptable equivalent product, DGS may remove the product from the contract. At no point is the selected Offeror allowed to unilaterally change products or pricing. Offerors shall describe their process for handling discontinued products as well as their willingness to comply with the DGS process for addition / deletion of products as stated above.

Offeror Response

Veritiv's Category Management team is aligned with our key manufacturers that are supporting this Contract with their products. Veritiv receives notice of discontinued products and will provide DGS with a comparable substitute that meets the PCID specification as well as at the same or lower price. Veritiv will provide a specification sheet on the equivalent substitute being recommended to DGS for their review and approval. If necessary, Veritiv will provide a no cost sample to DGS or the using agency. Upon approval from DGS, Veritiv will inform all state customers and update our Price Management system and e-commerce system to reflect the new substitute.

If an order is received on a discontinued item, Customer Service would inform the customer that the item has been discontinued and replaced with the equivalent approved by DGS. Veritiv will not and cannot force substitutions, approval must be given by DGS to be delivered.

- G. Addition/Deletion of Products.** Offerors shall describe how they will comply with the policies identified in this section and required by the contract; include detail on your internal process for handling each.
- 1) **Deletion of Products.** DGS reserves the right to remove products from the Contract which have been determined to be low usage or no longer a requirement of the using agencies. If an item is removed from the Contract the selected Offeror will be notified.
 - 2) **Addition of Products.** Additional line items that are reasonably construed to be within the scope of this procurement may be added to the contract at the request of the using agency. If DGS determines that the additional item should be added, the following procedures will be followed. DGS will contact the selected Offeror and allow them the opportunity to provide the item. DGS, in its sole discretion, will determine if the price quoted by the selected Offeror is fair and reasonable.

Offeror Response

Current business practice will continue under this new contract. Veritiv will work with the Commodity Specialist to add or delete products based on approval from this Specialist. We will not add items to the contract or switch items from a current contract item to a non contract item without prior communication and commitment from the DGS specialist and DGS management. During business reviews, the list of contract items should be discussed along with volume purchases to determine any need for adding or deleting products from the original scope of the award. Veritiv will work with DGS to promote the contract in its entirety or parts of the contract

as the need arises. We have many years of industry knowledge and are supported by the best in class suppliers who are manufactures of the paper products.

G. Deliveries. All articles ordered from this contract shall be delivered within 15 business days of order receipt.

- 1) **Delivery Address.** All deliveries should be made to the address specified on the order. These deliveries will be made within the Commonwealth of Pennsylvania. All deliveries will be inside delivery to the address specified on the order.
- 2) **Packaging.** All orders shall be securely packaged so as to avoid damage in accordance with standard industry practices.
- 3) **Returns.**
 - a) Any items delivered in poor condition, in excess of the amount ordered, or not included in the purchase order may, at the discretion of the ordering entity, be returned to the Offeror at the Offeror's expense within thirty (30) days. There shall be no restocking fees assessed to the ordering entity.
 - b) Any item(s) rejected at time of delivery may be returned immediately, the Offeror's delivery provider will be required to take the item(s) back. Replacement product for the rejected item(s) will be delivered to the ordering entity within five (5) calendar days, or the next delivery date, not to exceed fourteen (14) calendar days.
 - c) Items which have been deemed unacceptable after delivery has been made can be returned to the selected Offeror. The ordering entity must contact the selected Offeror's Customer Service Representative to arrange for pick-up, replacement and credit for the item(s). The selected Offeror must remove unacceptable product(s) from the ordering entity location within seven (7) calendar days of receipt of notification. Unacceptable product(s) left at the ordering entity location for more than ten (10) calendar days will become the property of the ordering entity to dispose of as they see fit. If invoices have been submitted, the selected Offeror will issue credit(s) for the full amount of the product(s) purchased.
- 4) **Incorrectly Ordered items.** Incorrectly ordered item(s) will be returned to the selected Offeror at the expense of the ordering entity. The selected Offeror may charge a not to exceed 10% per each, restocking fee. Credit for all returned goods shall be made immediately upon receipt of the product by the selected Offeror. Offerors shall describe how they will comply with the return policy required by this contract.

Offerors shall describe how they will comply with the policies identified in this section and required by the contract; include details on your internal process for handling each. Offerors shall also identify their plan or process for obtaining and maintaining appropriate levels of inventory of all products to ensure all delivery requirements are met.

Offeror Response

Veritiv has read and understands the delivering requirements as set forth in this RFP. Veritiv, when servicing the state agencies, will primarily deliver with our own fleet, with our own drivers from our servicing distribution center closest to our customer location. Mechanicsburg PA, Warrendale, PA, Clifton NJ or Burlington NJ can be utilized by our Veritiv trucks based on the various end users and where they reside. We are not limited to servicing the account out of one branch, multiple branches are used for customer satisfaction. Veritiv is a SmartWay partner. All of our trucks are newer and are equipped with emissions controls regulated by the government. Veritiv will on occasion have the need to ship via common carrier. We have multiple regional and national common carriers to deliver on our behalf when necessary. Veritiv can comply within the 15 day window from receipt of order to make the delivery.

All our products are received into our distribution center and put away and then sent to the end user without altering any product package or its contents.

Veritiv will consider claims for errors, damages or shortages in shipments transmitted to Veritiv within thirty (30) days of the date of shipment and accompanied by documents sufficient to substantiate the claim. Claims for defects in products will be considered if made in writing within ninety (90) days of receipt of the products and if Customer promptly discontinues use of such products. Products proving defective in the hands of Customer, when used for purposes for which such product is intended, will be replaced or credit will be allowed for the price thereof at Veritiv's option. A restocking fee may apply for returns on contract stocking items. Authorization must be obtained from seller prior to the return of any product. Veritiv may charge a restocking fee of 10% on sourced products.

In the event that Veritiv agrees to stock an agreed upon quantity of Products for Customer, upon expiration, cancellation or termination of the Agreement, Customer agrees to purchase all remaining stocked Product. Veritiv will invoice Customer for such product within (30) days of expiration, cancellation or termination of the Agreement.

- I-6. Contract Turnover.** Upon expiration or termination of the contract, the selected Offeror shall provide for a mutually agreed upon turnover of its services to the Commonwealth and its successor selected Offeror, as applicable. The selected Offeror shall provide a final detailed description of the turnover plan for approval by the Commonwealth within six (6) months prior to the last day of the project. Offeror shall be responsible to pay all costs related to the transfer of materials and responsibilities as a normal part of doing business with the Commonwealth.

Offeror Response

Veritiv will work directly with DGS if this event occurs during the entire contract period. We will work diligently with the end users and complete any request or actions for complete satisfaction prior to the turnover plan date. We service the entire Commonwealth of PA so the plan can be adjusted as needed based on the need to move or transfer product throughout the Commonwealth or transfer product inside agencies. We will remain flexible and looking for total satisfaction if this occurs.

- I-7. Monthly Reports.** The Awarded Offeror shall submit a monthly report to the Contracting Office referenced herein, no later than the fifteenth of each month for the preceding

month. Each report shall include the name and address of the Offeror, contract number, period covered by the report, as well as the description of the item(s) purchased, quantity of each item purchased, cost of items purchased, and the ordering agency. The information shall be arranged in columns on the report for each order received. These reports should be easy to read and customer friendly and shall be in an electronic format utilizing Microsoft® Excel®.

Offeror Response

Veritiv has read, understands and will comply with all of the terms and conditions as it relates to Monthly Reports. Veritiv, as a current state Contractor, is in full compliance with our reporting requirements.

I-8. Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. Offerors shall describe:

- A. How you anticipate such a crisis will impact your operations; and
- B. Emergency response continuity of operations plan.

Offeror Response

In March 2020 during the Covid-19 pandemic, Veritiv remained opened each and every day "ruled as an essential business". During this time and continued to the present, Veritiv processed state orders from our six statewide contracts including some unusual requests for large quantities of items as lock downs happened in Department of Corrections. Because of our commitment to the Commonwealth of Pa, we also offered many noncontract items such as cleaning and sanitizing products, as requested by the agencies based on emergency needs. We also provided a weekly report requested by the Commodity Specialist, Ben Huffine and Cheryl Kleeman, Commodity Manager on all our inventory levels of towels and tissue. Our delivery systems, customer service and operations have remained opened "as normal business hours" the entire time. Operations held calls each day for two months to assure our customers were being serviced with no interruption. Veritiv did not need to put contingencies in place to provide needed goods during this time. Most recently during September 2020, Cheryl Kleeman requested a large purchase of over 8,000 cases of a hand towel to be used by the Department of State for the upcoming polling sites. Veritiv was able to secure, commit and meet the short deadlines to this unusually large order with supply limitations. Veritiv remains one of the largest supply chain partners in the towel and tissue market.

Data Center, Database and Security Services:

This Veritiv team is responsible for ensuring that all systems hardware, and databases used to support our customers are well managed, secure, and have proper disaster recovery plans built. All of the key systems that are used to support our customer processes and capabilities are housed in our data center in the greater Atlanta, Georgia area. Monitoring is performed 24x7 by Veritiv employees as well as our data center provider, AT&T. Our database team supports the ongoing storage, backup, and recovery of all of our critical data on a 24x7

basis. Veritiv also takes security very seriously and has established a dedicated group of individuals to ensure our systems and data are well protected.

Each Veritiv Customer Service Center (CSC) has a local documented business disruption plan. CSC management has also worked with Information Technology (IT) to implement tools and plans to reroute business transactions from any CSC to its designated backup CSC, in the event of a local disruption. This capability has been successfully employed during actual disruptive events; hurricane, blizzard, etc.

Each Veritiv Supply Chain warehouse has a locally documented business disruption plan and process to shift their customer order fulfillment to its designated backup warehouse in the event of a local event. As with the CSC's, this capability has been successfully employed during actual disruptions. Each of the local CSC, warehouse and FSC plans includes local and Veritiv Corporate call lists that correspond to their business organization and requirements. The local plans also include timelines for disaster notification, declaration and business resumption activities. Disaster recovery plans are also in place for individual server failures.

I-9. Payment and Invoicing. Payment and invoicing information can be accessed through the [Pennsylvania Office of the Budget](#) website.

I-10. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal. Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Appendix G, Terms and Conditions**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Appendix G, Terms and Conditions** or to other provisions of the RFP.

Offeror Response

Veritiv has read, understands and will comply with all of the terms and conditions as it relates to Payment and Invoicing. We will also comply with all of the terms and conditions as referenced in Appendix G. Veritiv is not making a request for any exceptions.

I-11. Service Level Agreements (SLAs). The selected Offeror must meet the Service Level Agreements as described in **Appendix H-Service Level Agreements**. If the selected Offeror fails to meet Service Level Agreements, the deduction to the contractors handling fee will be applied as per the Service Level Agreement.

Offeror Response

Veritiv has read, understands and will comply with all of the terms and conditions as it relates to the Service Level Agreements.

Veritiv Values

One team, shaping success through exceptional service, innovative people, and consistent values. This is our commitment to our customers, our employees, our investors, and our suppliers. To fulfill this commitment, we are building a values-based culture for the company. We wouldn't be who we are without our values, and they are an important part of our journey ahead.

INTEGRITY

We do the right things, act with honesty and consistency, and truthfully represent our capabilities.

ONE TEAM

We collaborate as one team based on what is best for Veritiv as a whole, and treat each other with mutual respect.

PEOPLE COMMITMENT

We engage our employees in the organization's success, and are committed to performance management and talent development.

CUSTOMER FOCUS

We are committed to understanding our customers' needs and providing solutions that add value.

OPERATIONAL EXCELLENCE

We consistently execute, measure, and improve the safety, efficiency, and quality of the work we do every single day.

PASSION FOR RESULTS

We are passionate about winning and our desire to meet financial, operational, and people commitments in the right way.

IRAN FREE PROCUREMENT CERTIFICATION FORM


(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> VERITIV OPERATING COMPANY	
<i>By (Authorized Signature)</i> 	
X	
<i>Printed Name and Title of Person Signing</i> SCOTT MACPHERSON REGIONAL SALES LEADER	<i>Date Executed</i> X 9/10/2020

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

I. REQUIREMENTS

- A.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

	STATE	PREFERENCE
1.	Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2.	Arizona	5% (construction materials produced or manufactured in the state only)
3.	Hawaii	10%
4.	Illinois	10% for coal only
5.	Iowa	5% for coal only
6.	Louisiana	4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products
7.	Montana	5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials
8.	New Mexico	5%
9.	New York	3% for purchase of food only
10.	Oklahoma	5%
11.	Virginia	4% for coal only
12.	Washington	5% (fuels mined or produced in the state only)
13.	Wyoming	5%

- B.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

	STATE	PREFERENCE
1.	Hawaii	15%
2.	Idaho	10%
3.	Louisiana	3%
4.	Montana	8%
5.	New Mexico	5%
6.	Wyoming	10%

- C.** The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state or exclude bidders from states that exclude nonresident bidders. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

STATE	PREFERENCE
1. Alaska	5% (supplies only)
2. Arizona	5% (construction materials from Arizona resident dealers only)
3. California	5% (for supply contracts only in excess of \$100,000.00)
4. Connecticut	10% (for supplies only)
5. Montana	3%
6. New Mexico	5% (for supplies only)
7. South Carolina	2% (under \$2,500,000.00) 1% (over \$2,500,000.00)
	This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.
8. West Virginia	2.5% (for the construction, repair or improvement of any buildings)
9. Wyoming	5%

STATE	PROHIBITION
1. New Jersey	For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses.

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

STATE	PROHIBITION
1. Alabama	Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . . /and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/
2. Georgia	Forest products only
3. Indiana	Coal
4. Michigan	Printing
5. New Mexico	Construction
6. Ohio	Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General.
7. Rhode Island	Only for food for state institutions.

*If the bid discloses that the bidder is offering to supply one of the above-listed products that is manufactured, mined, or grown in the listed state, it shall be rejected. Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C_{above}). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
1, 3, 4, 5, 8, 10, 12, 13, 14, 17, 18	Essity	NY, AL, WI, KY, OH
2, 6, 11, 19, 20, 21, 23 24	Kimberly Clark	TN, AL, KY
15, 16	Georgia Pacific	WI, OR, FL, AR
22	Reliable	OH
7, 9, 25	Morcon	NY

IV. BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address: _____

B. In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:

1. Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: 4501 Westport Drive, Mechanicsburg, PA 17055.

2. **a.** If the bidder is a corporation:

(1) The corporation is or **X** is not incorporated under the laws of the Commonwealth of Pennsylvania.

(a) If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: _____

(b) If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: 1/6/2016

(2) The corporation is or **X** is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: _____

b. If the bidder is a partnership:

(1) The partnership is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____

(2) The partnership is or is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: _____

c. If the bidder is an individual:

He or she is or is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: (Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26)).

No information has been included that I believe is exempt from public disclosure.

Information has been included that I believe is exempt from public disclosure.

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> No page # - supplemental attachment to bid. Kimberly-Clark Professional letter dated September 4, 2020. </div>	<div style="border: 1px solid black; padding: 5px;"> Letter detailing the Technical Data testing and specs for their products and comparison to requested items. </div>	<div style="border: 1px solid black; padding: 5px;"> As documented on their letter, this information is company confidential and not to be shared, copied, quoted or further distributed without the express permission of the Kimberly-Clark Corporation. </div>
<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>		
<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>		
<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>		

Acknowledgment


The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

X 	REGIONAL SALES LEADER	X 10/7/2020
Signature SCOTT MACPHERSON	Title	Date



Georgia-Pacific

GP PRO
133 Peachtree Street NE
16th Floor
Atlanta, GA 30303
T: (404) 123-4567

September 22, 2020

To whom it may concern,

The below products display differences in our products compared to the bid spec sheet.

Item 1: 33201 – napkin size
Item 5: 13102 – product length
Item 9: 44000 – sheet size
Item 12: 25190 – do not have a kraft/brown offering in this category
Item 18: 27300 – product length and color
Item 19: 26470 - product length
Item 20: 26495 - product length
Item 21: 26495 - product length
Item 22: 28125 - product length

Sincerely,

A handwritten signature in black ink that reads "Cody Winkler".

Cody Winkler
Virtual Customer Development Leader

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- [Redacted]

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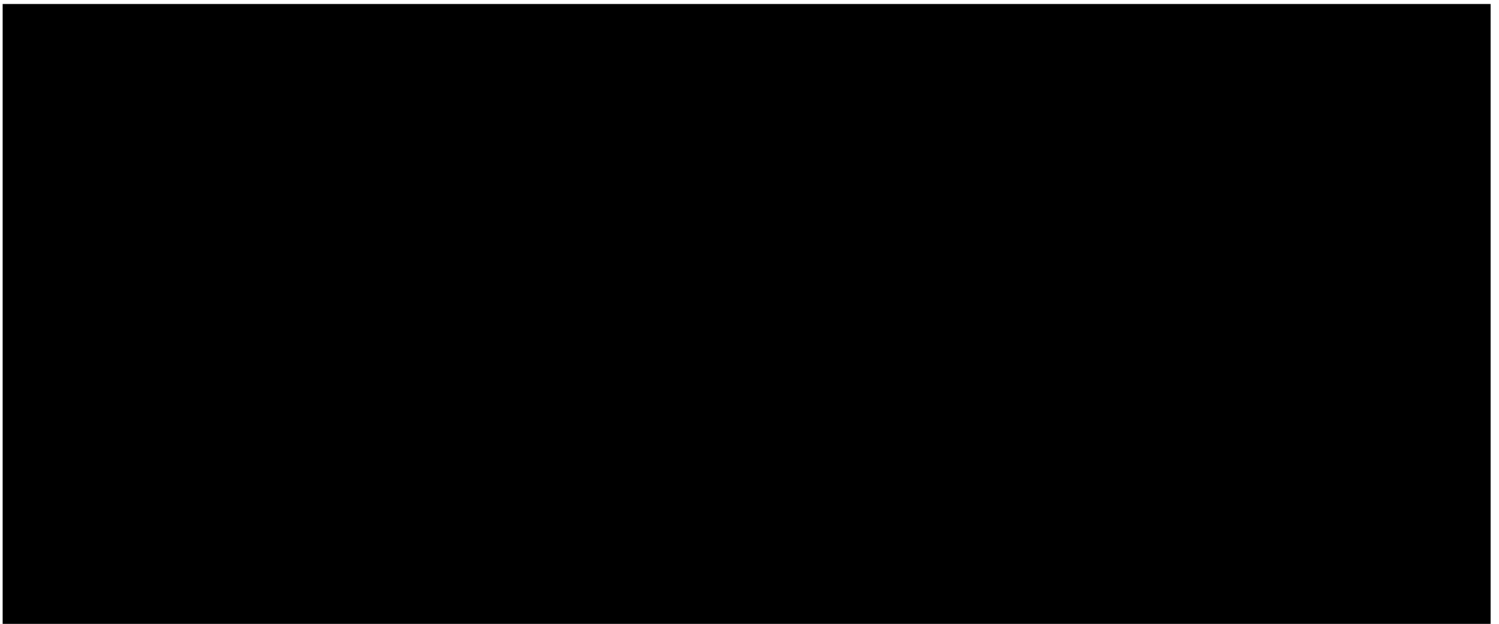
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[REDACTED]

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Scott® Essential High Capacity Hard Roll Towel

01000

Features & Benefits

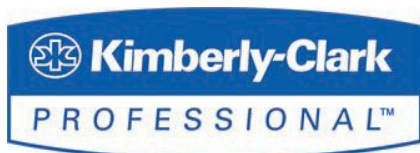
Scott Essential provides reliable balance of efficiency, performance and value. If you're looking for high-capacity commercial paper towels compatible with most universal roll towel dispensers, the white Scott Essential High Capacity Hard Roll Paper Towels are an excellent choice for your business. The roll has a core size of 1.5" and is compatible with a variety of Kimberly-Clark Professional dispensers and many universal towel dispensers. Plus, they are high-capacity (8 inches wide x 1,000 feet long), designed to reduce maintenance time, run-outs and complaints. These absorbent commercial paper towels are designed for efficient general-purpose cleaning and drying, so your employees and guests will use less, saving you money.

- Compatible with many Kimberly-Clark Professional hard roll paper towel dispensers, along with many universal hard roll dispensers designed to hold roll papertowels with 1.5 inch cores
- High capacity: reduce maintenance time, run-outs and complaints with long-lasting bulk paper towels (as compared to a folded towel system)
- Highly absorbent commercial paper towels let you use less and waste less
- Bulk paper towels come in small cases for easy storage and handling at your business

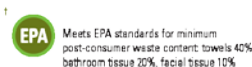


Product Details

Brand:	Scott®
Size:	8.0" x 1000' / 20.3cm x 304.8m
Color:	WHITE
Pack 1:	1 Case = 12 Roll(s)
Pack 2:	1 Roll = 1000 Feet(s)
Pack 3:	1 Case = 12000 Feet(s)
RF Content:	60%
Gross Weight:	50.000 LB
Case Size:	24.000 X 16.000 X 16.437 IN
Cases/Layer:	5 Case(s) per Layer(s)
Layers/Stack:	6 Layer(s) per Stack(s)
Cases/Stack:	30 Case(s) per Stack(s)
Case Volume:	3.653 FT3



† Please reference above for all applicable Certification/Standards.





Scott® Essential™ Plus+ Hard Roll Towels

01080

Features & Benefits

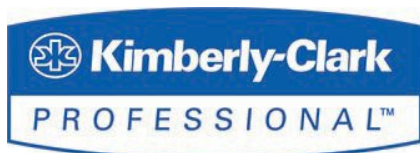
Scott Essential (formerly Kleenex) provides reliable balance of efficiency, performance and value. Drying is one of the most important steps in the hand washing process, and how you dry matters. Forced air dryers and hot air dryers can take two or even three times as long to use as a paper towel, and studies show that, while the overall cost per use is comparable, the likelihood of spreading germs is greatly reduced with the use of absorbent, single-use drying towels, such as white Scott Essential (formerly Kleenex) Hard Roll Paper Towels. Germ counts are significantly lower following the use of a touch-free paper towel dispenser (like the compatible Sanitouch Hard Roll Paper Towel Dispenser)—as much as a 200% decrease when compared with using either jet or hot air dryers. And, rather than blowing germs into the air during use, the papertowels are thrown neatly away. These paper towel rolls offer terrific hand drying performance, so your guests will waste less. A healthy workplace is a happy workplace, and providing high-quality Scott Essential (formerly Kleenex) Hard Roll commercial paper towels to your guests, clients and employees is one important piece of the puzzle. It's the same Kleenex quality, now Scott branded.



- □ Scott Essential (formerly Kleenex) paper towel rolls give soft feel with the premium performance of commercial paper towels
- □ Absorbency Pockets absorb lots of water fast for superior hand drying performance, so guests use fewer paper towels
- □ Paper towel rolls: 1.5" core size
- □ Compatible with a variety of Kimberly-Clark paper towel dispensers

Product Details

Brand:	Scott®
Size:	8.0" x 425' / 20.3cm x 129.5m
Color:	WHITE
Pack 1:	1 Case = 12 Roll(s)
Pack 2:	1 Roll = 425 Feet(s)
Pack 3:	1 Case = 5100 Feet(s)
RF Content:	60%
Gross Weight:	33.000 LB
Case Size:	24.000 X 16.000 X 16.438 IN
Cases/Layer:	5 Case(s) per Layer(s)
Layers/Stack:	6 Layer(s) per Stack(s)
Cases/Stack:	30 Case(s) per Stack(s)
Case Volume:	3.653 FT3



* Please reference above for all applicable Certification/Standards.



PRODUCT CERTIFIED FOR REDUCED ENVIRONMENTAL IMPACT. VIEW SPECIFIC ATTRIBUTES EVALUATED: UL COMFEL UL 175 or UL 2783



Meets EPA standards for minimum post-consumer waste content: towels 40%, bathroom tissue 20%, facial tissue 10%



NSF Certified



The mark of responsible forestry

Kleenex[®] C-Fold Towels

01500

Features & Benefits

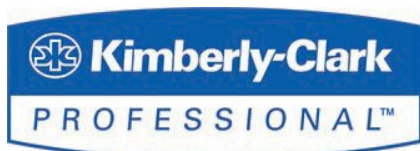
When you're looking for a premium paper towel for your business - in a kitchen, office or restroom - Kleenex C Fold Paper Towels are a great choice. Even though they're economical, they are packed with innovations that help keep your commercial and business restrooms efficient. The Cfold design is made especially for smart stacking and unfolding, and the built-in Absorbency Pockets (to soak up a lot of water fast) mean that one of the c-fold towels can typically get a drying job done. The unfolded towel measures 10.125 inches wide x 13.15 inches long, and is compatible with most universal tri fold and Cfold dispensers (sold separately). Each wholesale eco pack comes with 150, single-ply recycled white towels. You'll want to buy them in bulk so you'll never run out! When your guests, clients and employees see the trusted Kleenex Brand logo, they'll know you care enough to offer the very best products.

- Kleenex C Fold Paper Towels are designed for single-use general-purpose cleaning and drying; the single-ply design helps reduce waste
- The built-in, premium Absorbency Pockets mean that the commercial towels soak up water fast, so they get the drying job done right
- The C fold towels (sometimes called a tri fold) facilitate stacking and unfolding, and the 10.125" x 13.15" size is compatible with many universal and C-fold dispensers
- Buy these C fold in bulk, so you'll reduce the risk of running out



Product Details

Brand:	Kleenex [®]
Size:	10.125" x 13.15" / 25.7cm x 34.3cm
Color:	WHITE
Pack 1:	1 Case = 16 Clips
Pack 2:	1 Clips = 150 Towels
Pack 3:	1 Case = 2400 Towels
RF Content:	50%
Gross Weight:	19.100 LB
Case Size:	25.000 X 14.625 X 10.625 IN
Cases/Layer:	6 Case(s) per Layer(s)
Layers/Stack:	9 Layer(s) per Stack(s)
Cases/Stack:	54 Case(s) per Stack(s)
Case Volume:	2.248 FT3



* Please reference above for all applicable Certification/Standards.



PRODUCT CERTIFIED FOR REDUCED ENVIRONMENTAL IMPACT. VIEW SPECIFIC ATTRIBUTES EVALUATED. UL.COM/UL ECOLOGO. UL 175 or UL 2783



Meets EPA standards for minimum post-consumer waste content: towels 40%, bathroom tissue 20%, facial tissue 10%



NSF Certified



The mark of responsible forestry



Scott® Essential High Capacity Hard Roll Towels

02000

Features & Benefits

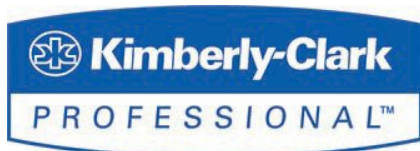
Scott Essential provides reliable balance of efficiency, performance and value. Reduce maintenance time, run-outs and complaints with Scott Essential Hard Roll Paper Towels. The roll has a core size of 1.75" and is compatible with a variety of Kimberly-Clark Professional dispensers. Plus, measuring 8 inches wide x 950 feet long, the big rolls are designed to last, even in your busy restroom or break room. These absorbent recycled paper towels are designed for efficient general-purpose cleaning and drying, so your employees and guests may use less, saving you money.

- High capacity: reduce maintenance time, run-outs and complaints with long-lasting bulk paper towels (as compared to a folded towel system)
- Compatible with select Kimberly-Clark Professional hard roll paper towel dispensers, designed to hold 1.75 inch cores (works with both manual and electronic dispensers)
- Highly absorbent commercial paper towels let you and your bathroom guests use less and waste less
- Paper towels come in space-saving cases for easy storage and handling at your business

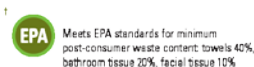


Product Details

Brand:	Scott®
Size:	8.0" x 950' / 20.3cm x 350.5m
Color:	WHITE
Pack 1:	1 Case = 6 Roll(s)
Pack 2:	1 Roll = 950 Feet(s)
Pack 3:	1 Case = 5700 Feet(s)
RF Content:	70%
Min PCW %:	40%
Gross Weight:	24.500 LB
Case Size:	24.000 X 16.000 X 8.438 IN
Cases/Layer:	5 Case(s) per Layer(s)
Layers/Stack:	12 Layer(s) per Stack(s)
Cases/Stack:	60 Case(s) per Stack(s)
Case Volume:	1.875 FT3



* Please reference above for all applicable Certification/Standards.



The mark of responsible forestry



Surpass® Facial Tissue

21390

Features & Benefits

When you're looking for a practical, economical tissue for your office business, or organization, choose the Surpass Facial Tissue, from the makers of Kleenex and Scott Brands. This flat box of tissues feature two-ply utility for strength and absorbency at a price that's good for your bottom line. Your staff and guests will appreciate these hygienic commercial white tissues for the nose, face and other skin surfaces, which help prevent the spread of germs. The tissues are folded in the flat box and are layered in an interlocking way, so that one face tissue dispenses at a time. The last 10 tissues are cream colored, alerting you that it's almost time to supply a new box (this is called the signal sheet feature). You'll want to buy them in bulk!

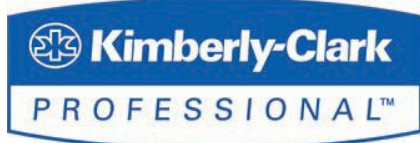


- Each white face tissue is 8.0 x 8.3", 2-ply, absorbent and strong
- The box measures 8.875" x 4.75" x 2.0"
- The low-alert system keeps you ahead of run-outs (final 10 tissues are cream instead of white, so you'll know it's time to replace the box)
- These bulk tissues are Forest Stewardship Council (FSC) certified, Eco Logo certified and meet EPA minimum standards



Product Details

Brand:	Surpass®
Size:	8.0 x 8.3" / 20.3cm x 21.1cm
Color:	WHITE
Pack 1:	1 Case = 60 Carton(s)
Pack 2:	1 Carton = 125 Sheet(s)
Pack 3:	1 Case = 7500 Sheet(s)
Gross Weight:	25.160 LB
Case Size:	20.875 X 14.937 X 18.125 IN
Cases/Layer:	6 Case(s) per Layer(s)
Layers/Stack:	5 Layer(s) per Stack(s)
Cases/Stack:	30 Case(s) per Stack(s)
Case Volume:	3.271 FT3



† Please reference above for all applicable Certification/Standards.



PRODUCT CERTIFIED FOR REDUCED ENVIRONMENTAL IMPACT. VARIOUS SPECIFIC ATTRIBUTES EVALUATED. U.S. COMMERCE U.S. 175 or U.S. 2783



Meets EPA standards for minimum post-consumer waste content: towels 40%, bathroom tissue 20%, facial tissue 10%



NSF Certified



FSC
www.fsc.org
FSC® C103572

The mark of responsible forestry



Scott® Essential Standard Roll Toilet Paper (SRB)

13290

Features & Benefits

Scott® Essential provides reliable balance of efficiency, performance and value. As a business owner, quality and cost-effectiveness are important in everything you purchase. With Scott® Essential 100% Recycled Fiber Standard Roll Toilet Paper bulk toilet paper, you can get the quality and performance you count on—and still stay within your budget. Superior quality at value prices means that Scott® Essential is always a great choice. If practicality and value are your top criteria for washroom products, you can trust the Scott® Essential brand to deliver.

80 rolls / case, 506 sheets / roll

- White toilet tissue is neutral and goes in any restroom
- Made with 100% recycled fiber, this 2-ply bulk toilet paper is strong and absorbent
- Scott's biodegradable toilet paper meets EPA minimum standards, and it's FSC and EcoLogo certified, so that you can feel confident about choosing a wholesale eco-friendly product at a great price
- Meets EPA minimum standards (including 100% recycled fiber content) and is FSC and Eco Logo Certified

Product Details

UNIT SIZE	4.1" x 4.0"
OPTIONS	3 Types & 5 Unit/Sheet Quantities available
COLOR	White
CORE DIAMETER	1.5
CORE OR CORELESS	Core
COUNTRY OF ORIGIN	United States
PLY	2
UPC	036000132175
CERTIFICATIONS	FSC EPA Eco Logo
GTIN	10036000132172
UNITS PER CASE	80
EACH WEIGHT	0.300
EACH DIMENSIONS	4.000 x 4.600 x 4.600
UNIT SIZE	4.1" x 4.0"
UNITS PER CASE	80



* Please reference above for all applicable Certification/Standards.



The mark of responsible forestry





Scott® Control Slimroll Towels

12388

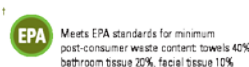
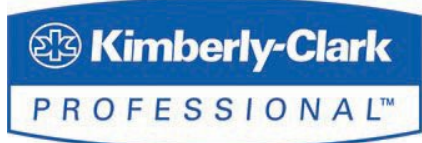
Products and Features

Placeholder text for product features and descriptions.

- Placeholder bullet point
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Product Details

BRAND	Scott®
SUB BRAND	Control
UNIT SIZE	8.0" x 580'
OPTIONS	1 product option available
COLOR	White
CORE DIAMETER	1.75
CORE OR CORELESS	Core
COUNTRY OF ORIGIN	United States
CERTIFICATIONS	FSC EPA Eco Logo
GTIN	10036000123880
UNITS PER CASE	6
UNIT SIZE	8.0" x 580'





Product Specifications for Tork Universal 1-Ply Tallfold Dispenser Napkin

Essity TISSUE Product Code Number D3052B

Sheet Size: 6.0" x 13.5"

Folded Size: 3.5 x 6.75"

Sheets/bag: 625

Napkins per Case: 10,000

Basis Weight: 11.75 -lbs./

Brightness: 76% ISO Brightness

Water Absorbency: 25 seconds, maximum

Case dimensions: 20 x 14.625 x 14.25

Case Cube: 2.69 cu. ft.

Shipping weight: 24.5 -lbs.

Recycled Content: 100% recycled fiber, minimum 30% PC content

1/20/20

Tork Universal Tallfold Dispenser Napkin



Article	D3052B
System	N8
Ply	1
Print	No
Folded length	7 in
Folded width	4 in
Embossing	Yes
Unfolded length	14 in
Unfolded width	6 in
Color	White

The taller folded size of this Tork Universal Dispenser Napkin and compact dispenser is perfect for any venue serving snacks or limited menu items. The small open size and single-ply construction is our lowest cost-per-napkin service. The embossing and semi-crepe texture gives a quality feel.

www.torkusa.com

Inner bag packaging ensures superior product quality while protecting unused napkins.

Shipping data

	Consumer unit	Transport unit	Pallet
SCC	73286621825	10073286621822	7322540849264
Items	625	10000	672
Consumer units	-	16	672
Height	6.81 in	14.25 in	99.75 in
Width	3.54 in	15.62 in	41.75 in
Length	10.63 in	20.88 in	46.88 in
Volume	0.15 ft3	2.69 ft3	112.97 ft3
Net weight	1.38 b	22.03 b	925.28 b
Gross weight	1.41 b	24.51 b	1029.46 b
Packing material	Bag	Carton	-

Compatible products



1TBS

Similar products



908EX



DX806E



13680

Contact

Essity Professional Hygiene North America LLC

Cira Centre, Suite 2600
2929 Arch Street
Philadelphia, PA 19104

Phone: (866-722-8675)

Tork Universal Bath Tissue Roll, 2-Ply



Article	TM1616S
System	T24
Roll length	156.2 ft
Roll width	4 in
Roll diameter	4 in
Number of sheets	500
Sheet length	4 in
Ply	2
Number of sheets	500
Embossing	Yes
Color	White

Tork Universal 2-Ply Bath Tissue is an absorbent economical bath tissue that delivers value and performance while embossed to enhance bulk and softness.

www.torkusa.com

- Easy start tail seal to prevent waste
- Individually wrapped rolls for hygiene and cleanliness
- Tork bath tissue has rapid breakup, ideal for all plumbing systems

Shipping data

	Consumer unit	Transport unit	Pallet
SCC	-	10073286620085	7322540850802
Items	500	48000	2880
Consumer units	-	96	2880
Height	-	16.75 in	100.5 in
Width	-	17.12 in	42.88 in
Length	-	25.75 in	51.5 in
Volume	-	4.27 ft3	128.42 ft3
Net weight	0.3 b	29.04 b	-
Gross weight	-	33.31 b	-
Packing material	Banderole	Carton	-

Compatible products



59TR



55TR

Similar products



TM6130S



TS1636S



TM1601A

Contact

Essity Professional Hygiene North America LLC

Cira Centre, Suite 2600
2929 Arch Street
Philadelphia, PA 19104

Phone: (866-722-8675)

Additional Info: A



Product Specifications for Tork Universal One Ply Jumbo Roll Bath Tissue

Essity TISSUE Product Code Number TJ0922A

Sheet Size: 3.48"

Roll Diameter: 8.8"

Core ID: 3.3"

Roll Count: 1,000 linear feet per roll

Number per case: 12 rolls per case

Basis Weight: 17.6 lbs./3,000-sq. ft.

Dry Tensile:

a. Machine Direction 2575 g/3" target

b. Cross Direction 1225 g/3" target

MD Wet Tensile 210 g/3" maximum

Brightness: 76% ISO Brightness

Water Absorbency: 25 seconds, maximum

Case Cube: 2.23 cu. ft.

Shipping weight: 22.8-lbs.

Recycled Content: This product contains 100% recycled fibers, minimum 20% PCW fiber content.

Septic Tank: This product is safe to use in septic tanks

1/20/20

Tork Universal Jumbo Bath Tissue Roll, 2-Ply, 8.8 inch Dia.



Article	TJ0922A
System	T22
Roll length	1000 ft
Roll width	3 in
Roll diameter	9 in
Core inner diameter	3 in
Ply	2
Print	No
Embossing	No
Color	White

Tork Universal 2-ply Jumbo Tissue delivers quality, value and performance. Made from 100% recycled fibers with no added dyes or fragrances an environmental benefit, and a positive image builder. Rapid break-up capability is ideal for all plumbing systems. Universal core is designed to fit virtually all size jumbo tissue dispensers. Extra long lasting tissue means fewer changes, less maintenance and better control of paper waste. Designed to maximize performance and convenience while minimizing your overall costs. Smaller case cubes frees up about 40% more storage space vs. conventional rolls. Replaces TJ0922. ECOLOGO® Certified.

www.torkusa.com

Smaller case cubes free up about 40% more storage space vs. conventional rolls
Tork bath tissue has rapid breakup, ideal for all plumbing systems

Shipping data

	Consumer unit	Transport unit	Pallet
SCC	-	10073286618730	7322540850697
Items	1	12	780
Consumer units	-	12	780
Height	-	7.88 in	102.38 in
Width	-	18.12 in	45.12 in
Length	-	27 in	54.38 in
Volume	-	2.23 ft3	145.37 ft3
Net weight	1.7 b	20.42 b	-
Gross weight	-	22.82 b	-
Packing material	Roll	Carton	-

Compatible products



56TR

66TR

Similar products



TJ0912A

TJ0928

Contact

Essity Professional Hygiene North America LLC

Cira Centre, Suite 2600
2929 Arch Street
Philadelphia, PA 19104

Phone: (866-722-8675)



Product Specifications for Tork Universal One Ply Jumbo Roll Bath Tissue

Essity TISSUE Product Code Number TJ1212A

Roll Width: 3.48"

Roll Diameter: 11.8"

Linear Feet/roll: 4,000 linear feet

Number per case: 6 rolls per case

Core ID: 3.3"

Septic System Safe: Yes

Basis Weight: 10.5 - lbs.

Dry Tensile:

a. Machine Direction 1400 g/3"

b. Cross Direction 700g/3"

MD Wet Tensile: 210 g/3" maximum

Brightness: 72% ISO Brightness

Water Absorbency: 25 seconds, maximum

Case Cube: 1.91 cu. ft.

Shipping weight: 25.3 - lbs.

Recycled Content: This product is made from 100% recycled fibers

Including 20% minimum Post Consumer fiber content.

1/20/20

Tork Universal Jumbo Bath Tissue Roll, 1-Ply



Article	TJ1212A
System	T21
Roll length	4000 ft
Roll width	3 in
Roll diameter	12 in
Core inner diameter	3 in
Ply	1
Print	No
Embossing	No
Color	White

Tork Universal 1-Ply Jumbo Bath Tissue delivers value and performance. Universal core is designed to fit virtually all size jumbo tissue dispensers.

www.torkusa.com

High capacity: less maintenance and reduced risk of paper shortage

Tork bath tissue has rapid breakup, ideal for all plumbing systems

Shipping data

	Consumer unit	Transport unit	Pallet
SCC	-	10073286618754	7322540850727
Items	1	6	324
Consumer units	-	6	324
Height	-	11.19 in	100.69 in
Width	-	12.25 in	36.38 in
Length	-	24.12 in	49 in
Volume	-	1.91 ft3	103.86 ft3
Net weight	4.06 b	24.36 b	-
Gross weight	-	25.43 b	-
Packing material	Roll	Carton	-

Compatible products



67TR

Similar products



TJ1222A

Contact

Essity Professional Hygiene North America LLC

Cira Centre, Suite 2600
2929 Arch Street
Philadelphia, PA 19104

Phone: (866-722-8675)

M99

PRODUCT SPECIFICATION SHEET

BRAND NAME	Morsoft™	POST- CONSUMER CONTENT (%)	Min 20%
PRODUCT NUMBER	M99	RECYCLED CONTENT	100%
PRODUCT CATEGORY	Bath Tissue	BASIS WEIGHT	9 lbs. Per Ply
PLIES	2 Ply	CASE DIMENSIONS	17.875 x 17.875 x 10
COLOR	White	CASE CUBE	1.57 cu.
SIZE	9"	UPC CODE	054867-00150-2
UNIT PACK	1000 FT.	TI/HI	6/9
CASE COUNT	12	PALLETIZATION	54
CASE WEIGHT	≈ 21 lbs.		

**For more information please contact your sales representative or our customer service department.*

PRODUCT IMAGES





Product Specifications for Morcon Tissue Morsoft™ 2-Ply Jumbo Bath Tissue
Product Code Number: M99

Size: 9"

Footage: 1000 Feet

Rolls Per Case: 12

Box dimensions: 17 7/8 x 17 7/8 x 10

Cases Per Pallet: 54

Basis Weight: 9 lbs. per ply

MD Dry Tensile: gf/3" 1-ply 1,000 target

OD Dry Tensile: gf/3" 2-ply 880 target

Stretch %: 16% target

Caliper mils/24-ply: 63 target

Brightness: 76% ISO Brightness target

Case Cube: 1.57 cu. ft.

Shipping case weight: ~20lbs

Recycled Content: 100% recycled fiber, minimum 20% PC content



TJ0912A - Tork Universal Jumbo Bath Tissue Roll, 1-Ply, 8.8 inch Dia.

Features and Benefits

Tork Universal 1-Ply Jumbo Bath Tissue delivers value and performance. Rapid break-up capability is ideal for all plumbing systems. Universal core is designed to fit virtually all size jumbo tissue dispensers. Designed to maximize performance and convenience while minimizing your overall costs. Extra long-lasting tissue means fewer changes, less maintenance and better control of paper waste. Smaller case cubes, frees up about 40% more storage space vs. conventional rolls. Made from 100% recycled fiber, minimum 20% post-consumer fibers, providing environmental benefits and positive image builder.

ECOLOGO® Certified; EPA Compliant

Replaces TJ0912 and Wausau Paper 02001

Technical Specifications

Brand Name: Tork Universal

Product Number: TJ0912A

Product Level: Standard

System Identifier: T22 System

TorkSelect: No

Replaces: TJ0912, 02001

Description: Tork Universal Jumbo Bath Tissue Roll, 1-Ply, 8.8 inch Dia.

Country of Origin: United States

Ply: 1-Ply

Color: White

Technical Specifications (cont.)

Linear Feet Per Roll: 2,000 (609.60 mtr)

Linear Feet Per Case: 24,000 (7,315.20 mtr)

Roll Width (Inches): 3.48 (8.84 cm)

Sheet Size WxL (inches): --

Sheets Per Roll: --

Units Per Case: 12

Core Inside Diameter (Inches): 3.3 (8.38 cm)

Roll Diameter (Inches): 8.8 (22.35 cm)

Dimension (Inches x Feet): 3.48 x 2,000 (8.84 cm x 609.60 mtr)

Approx. Lbs. Per Case: 22.82 (10.4 kg)

Cubic Feet Per Case: 2.23 (0.0631 cubic meter)

Approx. Product Net Wt. Per Case: 20.41 (9.3 kg)

Unit Order Quantity (Cases): 65

Cases Per Tier: 5

Tiers Per Unit Load: 13

Case Dimensions LxWxH (Inches): 27 x 18.125 x 7.875 (68.58 x 46.04 x 20.0 cm)

Septic Tank: All Tork bath tissue products are safe for septic systems and are 100% biodegradable.

Dispenser Options: 56TR, 66TR

Recycled Content: This product contains 100% recycled fibers, 20% Post-Consumer content and EPA Compliant.

Certification: ECOLOGO®

Shipping Container Code: 1 00 73286 61874 7

Inner Pack UPC: --

Additional Info: --

All specifications are subject to change without notice.
4-17-19



Product Specifications for Tork Universal One Ply Jumbo Roll Bath Tissue

Essity TISSUE Product Code Number TJ0912A

Sheet width: 3.48"

Roll Diameter: 8.8"

Core ID: 3.3"

Roll Count: 2,000 linear feet per roll

Number per case: 12 rolls per case

Basis Weight: 10.5 lbs./3,000-sq. ft.

Dry Tensile:

a. Machine Direction 1400g/3" target

b. Cross Direction 700 g/3" target

MD Wet Tensile 210 g/3" maximum

Brightness: 72% ISO Brightness

Water Absorbency: 25 seconds, maximum

Case Cube: 2.23 cu. ft.

Shipping weight: 22.8-lbs.

Recycled Content: This product contains 100% recycled fibers, minimum 20% PCW fiber content.

Septic Tank: This product is safe to use in septic tanks

2/20/20

C6600

PRODUCT SPECIFICATION SHEET

BRAND NAME	Morsoft™	POST- CONSUMER CONTENT (%)	Min 40%
PRODUCT NUMBER	C6600	RECYCLED CONTENT	100%
PRODUCT CATEGORY	Center Pull Towel	BASIS WEIGHT	11.5 lbs. Per Ply
PLIES	2 Ply	CASE DIMENSIONS	25.125 x 16.50 x 7.5
COLOR	White	CASE CUBE	1.80 cu.
SIZE	7.5"	UPC CODE	054867-00075-8
UNIT PACK	600 ft.	TI/HI	5/12
CASE COUNT	6 Rolls	PALLETIZATION	60
CASE WEIGHT	≈ 17 lbs.		

**For more information please contact your sales representative or our customer service department.*

PRODUCT IMAGES





Product Specifications for Tork Universal Natural Multi-Fold Towel

Essity TISSUE Product Code Number MK520A

Open Sheet Size: 9.125" x 9.50"

Folded Sheet Size: 9.125" x 3.170"

Towels per case: 4,000 (16 packs of 250)

Emboss: Embossed

Basis Weight: 22 lbs

Brightness: Natural (unbleached)

Dry Tensile:

a. Machine Direction 5875 g/3", target

b. Cross Direction 1975 g/3", target

Wet MD Tensile: 1100 g/3", target

MD Stretch: 4% minimum

Water Absorbency: 125 seconds, maximum

Water Absorption: 85 gsm, minimum

Case Cube: 1.6 cu. ft.

Shipping weight: 19.1-lbs.

Recycled Fiber Content: 100% recycled fiber, minimum 40% PC fiber content

1/20/20

Tork Universal Hand Towel Multifold



Article	MK520A
System	H2
Ply	1
Print	No
Folded length	3 in
Embossing	Yes
Unfolded length	10 in
Unfolded width	9 in
Color	Nature

Tork Universal Multifold Hand Towels provide the right combination of quality, performance and value. Embossing enhances hand feel and maximum performance. Multifold design offers quality and value for high volume rest rooms and provides for less towel consumption leading to source reduction, storage space savings, and lower overall costs. High wet strength designed to please your most demanding users. Fast absorbency helps to control usage, so you save on reduced waste and maintenance time. "No touch" hand towel service provides sanitary conditions. Towels are made from 100% recycled fibers and a minimum of 50% Post Consumer fibers providing environmental benefits, and a positive image builder. ECOLOGO® and Green Seal™ Certified. Compostable Verified by Independent Verification.

www.torkusa.com

Environmental Label

Shipping data

	Consumer unit	Transport unit	Pallet
SCC	-	10073286616927	7322540849882
Items	250	4000	1120
Consumer units	-	16	1120
Height	-	9.88 in	98.75 in
Width	-	13.5 in	41.25 in
Length	-	20.62 in	47.62 in
Volume	-	1.59 ft3	112.27 ft3
Net weight	1.1 b	17.66 b	-
Gross weight	-	19.07 b	-
Packing material	Sleeve	Carton	-

Compatible products



302020



302030



552028

Similar products



MK530A



420483



100297

Contact

Essity Professional Hygiene North America LLC

Cira Centre, Suite 2600
 2929 Arch Street
 Philadelphia, PA 19104

Phone: (866-722-8675)

SKU#26601 ---- Pacific Blue Basic™ (EcoLogo™, Green Seal™)

General Description – 1-PLY HARDWOUND

Decoration – Groove, Quilt NE-1744, Knuckle I-7925, CDE, Diamond, Perini Pyramid (Swanson) or Straubel Orange Peel Emboss	Color- White
--	---------------------

Size and Count	Roll Width	7.8”
	# feet/roll	800
	# rolls/case	6
	Roll Diameter	7.8”

Packaging			
Inner Wrap	Type: None	Color: N/A	Printed: N/A
Typical Case	Case Size (LxWxH) 23.875" x 16.125" x 8.75" Case Cube 2.0 ft ³	Case Weight 24.3 lb.	Tape/Glue 2.0” 3M/371 tape or equivalent
Unit Load		Configuration 5A	#Layers/Load 11

Product Physical Properties	Expected Average	Minimum or <u>Maximum</u>
Basis Weight (lbs./3000 sq.ft.)	22.0	Minimum of 20.5
Water Absorbency Rate (sec./0.1ml)	75	<u>Maximum of 150</u>
Caliper (mils/8 plies)	48	Minimum of 38
MD Dry Tensile (gms./3”)	5400	Minimum of 3000
CD Wet Tensile (gms./3”)	550	Minimum of 275
MD Stretch (%)	6	Minimum of 3
Brightness UV-C (%)	69	Minimum of 66

Meets or Exceeds EPA Guidelines for Post-Consumer Recycled Fiber Content	Minimum of 40%
Meets or Exceeds Green Seal Guidelines for Post-Consumer Fiber Content	Minimum of 50%
Meets GP EcoLogo and Green Seal requirements for Total Recycled Content	Minimum of 100%

Tested per Corporate Standard Test Methods under standard conditions per TAPPI T402

Property	Test Method #	General Description
Basis Weight	TM-410 (TAPPI T410)	Pounds per Ream(500 Sheets @ 24 inch x 36inch)
Water Absorbency Rate	TM-432	Seconds to absorb 0.1 ml of water
Caliper (8 pli thickness)	TM-411D	2” diam. anvil, 539g load, 0.231 in/sec.
Macbeth Brightness	TM-524A	% reflection of blue light (457nm) as measured by the GretagMacbeth CE3100
Tensile and Stretch	TM-576 and TM-576A	Specimen size 3”wide x 5” Jaw span 3” Rate of elongation 2 inch/min.

The above information represents expected values that are typical for the listed SKU as of 03/30/18.



Veritiv

4501 Westport Dr, Mechanicsburg, PA 17055
717-796-2074 | www.veritivcorp.com

**PACIFIC BLUE BASIC# RECYCLED PAPER TOWEL ROLL
(PREVIOUSLY ENVISION®) BY GP PRO (GEORGIA-PACIFIC),
WHITE, 6 ROLLS PER CASE**

Green Seal Certified to GS-1 Standard. Economy, high capacity white ECOLOGO® hardwound roll towels offer reliable performance at a low cost.



Description:

Designed to fit into a wide range of everyday dispensers, Pacific Blue Basic™ high capacity white economy hardwound towels help you keep costs under control. Low per-unit costs makes these towels the affordable choice for areas such as washrooms in government and public facilities, office buildings, foodservice facilities and lodging. Envision hardwound roll towels let you offer your customers quality and reliable performance at a low cost.



Features & Benefits:

- » Offers dependable absorbency, thickness, and strength
- » Low per-unit cost make these paper towels a good everyday choice
- » High capacity reduces maintenance intervals and risk of product run-out in high-traffic areas
- » This product meets Green Seal™ Standard GS-1 based on chlorine free processing, energy and water efficiency, and content of 100% recovered material, with a minimum of 50% post-consumer material. GreenSeal.org.
- » Contains at least 50% Post-Consumer Recycled Fiber. Meets or Exceeds EPA Comprehensive Procurement Guidelines.
- » UL ECOLOGO® Certified for reduced environmental impact. View specific attributes evaluated at UL.COM/EL UL-175
- » Can help earn LEED credits
- » The Sustainable Forestry Initiative® certified sourcing label is proof Georgia-Pacific is using fiber from responsible and legal sources. SFI® is a registered trademark owned by Sustainable Forestry Initiative, Inc. www.sfiprogram.org.

Product Details

Brand Owner	GP
Brand	Pacific Blue Basic™
MIF#	10051909
MFG Part#	26601
UP - UPC	073310266015
Each Per Ship Unit	6 Rolls
Items Per Each	800 Linear Feet
Case Total	4800 Linear Feet
Towel (WxL)	7.870" x 800.000'
UNSPSC	14111703
Core Size	1.625
EPA CPG Compliant	Yes
Min. PCW %	50%
Min. Recycled %	100%
LEED O&M	MR, IEQ
Replaces Item	28400
Buy Multiple	55 CS

Case Shipping Info

Case GTIN	10073310266012
Case Gross Wgt	25.400 LBS
Case Net Wgt	23.090 LBS
Case Dimensions (LxWxH)	23.875" x 16.125" x 8.750"
Case Volume	1.949 CFT

Each Shipping Info

Each Gross Weight	0.0 4.0
Each Net Wgt	3.848 4.0
Each Dimensions	0.000 x 0.000 x 0.000
Each Volume	0.325 CFT

Unit Shipping Info

TI-Qty/Layer	5
HI-Layers/Unit	11
Unit Qty	55
Unit Dimensions (LxWxH)	48.375" x 40.000" x 96.250"



printed:9/11/2020



TION® 10# PAPER TOWEL ROLLS BY GP PRO (GEORGIA-PACIFIC), WHITE, 6 ROLLS PER CASE

High quality 10 inch wide roll towels for enMotion® Classic or enMotion® Impulse® 10 automated electronic roll towel systems.



Description:

These cost-effective, high-quality roll towels are specifically engineered to be used with our enMotion® Wall-Mount Automated Towel Dispenser or enMotion® Impulse® 10 Towel Dispenser to provide reliable towel dispensing at the wave of a hand. Choose these towels for dependable, cost-saving performance and customer satisfaction.



Features & Benefits:

- » enMotion® touchless towel dispensers help reduce waste by 30% vs. standard folded towels
- » One-at-a-time, touch free dispensing helps minimize usage and helps reduce the risk of cross contamination
- » Long lasting 800' roll reduces maintenance costs and the risk of run-out
- » Provides fast and pleasant hand drying experience
- » USDA Certified Biobased product
- » The Sustainable Forestry Initiative® certified sourcing label is proof Georgia-Pacific is using fiber from responsible and legal sources. SFI® is a registered trademark owned by Sustainable Forestry Initiative, Inc. www.sfiprogram.org.

Product Details

Brand Owner	GP
Brand	enMotion®
MIF#	10093052
MFG Part#	89460
Color	White
UP - UPC	073310894607
Each Per Ship Unit	6 Rolls
Items Per Each	800 Linear Feet
Case Total	4800 Linear Feet
Towel (WxL)	10.000" x 800.000'
UNSPSC	14111703
Core Size	1.75"
LEED O&M	IEQ
Replaces Item	89461, 89465
Buy Multiple	45 CS

Case Shipping Info

Case GTIN	10073310894604
Case Gross Wgt	29.400 LBS
Case Net Wgt	26.700 LBS
Case Dimensions (LxWxH)	24.375" x 16.375" x 10.875"
Case Volume	2.512 CFT

Each Shipping Info

Each Gross Weight	0.0 4.45
Each Net Wgt	4.45 4.45
Each Dimensions	0.000 x 0.000 x 0.000
Each Volume	0.419 CFT

Unit Shipping Info

TI-Qty/Layer	5
HI-Layers/Unit	9
Unit Qty	45
Unit Dimensions (LxWxH)	49.130" x 40.750" x 97.880"



SKU#89460 ---- enMotion®

General Description – 1-PLY HIGH CAPACITY ROLL TOWELS (GBB)

Decoration – No Emboss	Color- White
-------------------------------	---------------------

Stated Size and Count	Roll Width	10.0”
	# feet/roll	800
	# rolls/case	6
	Roll Diameter	8.0”

Packaging			
Inner Wrap	Type: NA	Color: NA	Printed: NA
Typical Case	Case Size (LxWxH) 24.375" x 16.375" x 10.875" Case Cube 2.5 ft ³	Case Weight 29.4 lb.	Tape/Glue 2.0” 3M/371 tape or equivalent
Unit Load		Configuration 5A	# Layers/Load 9

Product Physical Properties	Expected Average	Minimum or <u>Maximum</u>
Basis Weight (lbs./3000 sq.ft.)	20.0	Minimum of 18.7
Caliper (mils/8 plies)	52	Minimum of 47
MD Dry Tensile (gms./3”)	5700	Minimum of 4500
CD Wet Tensile (gms./3”)	900	Minimum of 625
Water Absorbency Rate (seconds)	20	<u>Maximum of 40</u>
Brightness UV-C (%)	81	Minimum of 77

Tested per Corporate Standard Test Methods under standard conditions per TAPPI T402

Property	Test Method #	General Description
Basis Weight	TM-410 (TAPPI T410)	Pounds per Ream(500 Sheets @ 24 inch x 36inch)
Water Absorbency Rate	TM-432	Seconds to absorb 0.1 ml of water
Caliper (8 pli thickness)	TM-411D	2” diam. anvil, 539g load, 0.231 in/sec.
Macbeth Brightness	TM-524A	% reflection of blue light (457nm) as measured by the GretagMacbeth CE3100
Tensile and Stretch	TM-194 and TM-194A	Specimen size 3”wide x 5” Jaw span 3” Rate of elongation 2 inch/min.

The above information represents expected values that are typical for the listed SKU as of 03/27/18.



RB10002 - Tork Universal Hand Towel Roll, White

Features and Benefits

Tork Universal Hand Towel Rolls offer the perfect combination of performance and value. Easy to load and maintain for ease of use. Embossing enhances hand feel and maximum absorbency with fewer towels used per hand dry. Long-lasting rolls minimize maintenance costs while maximizing service. Larger roll size of 1,000 linear feet for high capacity dispensers. Made from 100% recycled fiber and a minimum of 20% Post Consumer fibers, providing environmental benefits and a positive image builder.

ECOLOGO® Certified

Compostable Verified by Independent Verification

Replaces RB1000.

Technical Specifications

Brand Name: Tork Universal

Product Number: RB10002

Product Level: Standard

System Identifier: H21 System

TorkSelect: No

Replaces: --

Description: Tork Universal Hand Towel Roll

Country of Origin: United States

Ply: 1-Ply

Color: White

Technical Specifications (cont.)

Sheet Size WxL (Inches): --

Towels Per Roll: --

Units Per Case: 6

Towels Per Case: --

Roll Width (Inches): 7.875 (20.0 cm)

Core Inside Diameter (Inches): 1.92 (4.88 cm)

Roll Dia. (Inches): 7.8 (19.8 cm)

Dimension (Inches x Feet): 7.875 x 1000 (20.0 cm x 304.80 mtr)

Linear Feet Per Roll: 1,000 (304.8 mtr)

Linear Feet Per Case: 6,000 (1,828.80 mtr)

Approx. Lbs. Per Case: 30.5 (13.8 kg)

Cubic Feet Per Case: 1.85 (0.0524 cubic meter)

Approx. Product Net Wt. Per Case: 28.8 (13.1 kg)

Unit Order Quantity (Cases): 60

Cases Per Tier: 5

Tiers Per Unit Load: 12

Case Dimensions LxWxH (Inches): 23.625 x 15.75 x 8.625 (60.01 x 40.01 x 21.91 cm)

Dispenser Options: 83TR, 84TR, 86ECO, 87T

Recycled Content: This product contains 100% recycled fiber content and a minimum of 20% Post Consumer fibers.

Certification: ECOLOGO®

Compostable Verification: Independent Verification

Shipping Container Code: 1 00 73286 62287 4

Inner Pack UPC: --

Additional Info: --

All specifications are subject to change without notice.
4/15/2010



Product Specifications for Tork Universal Roll Towel

Essity TISSUE Product Code Number RB10002

Roll Diameter: 7.8"

Roll Width: 7.87"

Roll Count: 1000 linear feet per roll

Number per case: 6000 linear feet (6 rolls)

Emboss: Overall Embossed

Basis Weight: 22-lbs./ 3,000-sq. ft.

Dry Tensile:

a. Machine Direction 5750 g/3" target

b. Cross Direction 1650 g/3" target

Wet MD Tensile: 1400g/3" target

Machine Direction Stretch: 5% minimum

Water Absorbency: 125 seconds, maximum

Water Absorption: 85 gsm, minimum

Brightness: 70 % ISO

Case Cube: 1.85 cu. ft.

Shipping weight: 30.5 -lbs.

Recycled Content: 100% recycled fiber content including minimum 40% Post Consumer fiber content.

Revised 2.17.20



Product Specifications for Tork Universal 2-ply Natural Perforated Roll Towel

Essity TISSUE Product Code Number HK1975A

Specifications for our Tork Universal brand 2-ply natural perforated roll towel are as follows:

Roll Diameter: 5.5"

Towel Size: 11.0 x 9.0"

Towels/roll: 210 (157.5 linear feet)

Towels per case: 2,520 (12 rolls)

Core ID: 1.65"

Emboss: Overall Embossed

Basis Weight: 28 -lbs./ 3,000-sq. ft.

Dry Tensile:

a. Machine Direction 4395 g/3" target

b. Cross Direction 2125 g/3" target

Wet MD Tensile: 850 g/3" target

Machine Direction Stretch: 5.2 %, average

Water Absorbency: 5 seconds, maximum

Water Absorption: 100 gsm, minimum

Brightness: Natural (unbleached)

Case Cube: 2.28 cu. ft.

Shipping weight: 18.3 -lbs.

Recycled Content: 100% recycled fiber content including minimum 40% Post Consumer fiber content.

Revised 1.20.20

Tork Perforated Roll Towel



Article	HK1975A
System	
Roll length	157.5 ft
Roll width	11 in
Roll diameter	5 in
Number of sheets	210
Sheet length	9 in
Ply	2
Print	No
Number of sheets	210
Embossing	Yes
Color	Nature

Tork Perforated Roll Towels - When you want to wipe up water and other spills, Tork Perforated Roll Towels offer a soft and high bulk solution. Thanks to its high absorbency, the spill holding is superb, which reduces the number of towels you need to use. Made from 100% recycled and meets the EPA compliant (minimum 85% Post-Consumer Content) providing environmental benefits, and a positive image builder. Replaces HK1975E. ECOLOGO® and Green Seal™ Certified. Compostable Verified by Independent Verification.

www.torkusa.com

Environmental Label

Shipping data

	Consumer unit	Transport unit	Pallet
SCC	-	10073286617740	7322540849622
Items	210	2520	576
Consumer units	-	12	576
Height	-	11.75 in	94 in
Width	-	16 in	42 in
Length	-	21 in	48 in
Volume	-	2.28 ft3	109.67 ft3
Net weight	1.35 b	16.17 b	-
Gross weight	-	18.25 b	-
Packing material	Poly	Carton	-

Similar products



HB1990A



HB1995A



HB9201

Contact

Essity Professional Hygiene North America LLC

Cira Centre, Suite 2600
2929 Arch Street
Philadelphia, PA 19104

Phone: (866-722-8675)



Essity is a leading global hygiene and health company

www.torkusa.com



V00346

CENTERPULL TOWEL *east*



Features/Benefits

- Offers one-at-a-time service and reduces waste
- Touch only dispensing towel reduces cross-contamination
- This product meets LEED v4 O+M criteria for sustainable cleaning products.

Dispenser Compatibility

Reliable Brand® Centerpull Towel Dispenser 444373 (Black)

Specifications

Color: White
Ply: 2 ply
Form: Centerpull
Sheet size: 7.6" x 10"
Core diameter: 2.63"
Sht/Roll: 520
Units/Case: 6
Cartons/Pallet: 60
Carton weight: 14.14 lb
Case dimensions:
21.38" l x 14.38" w x 8.19" h
TI: 5
HI: 12

Post consumer recycled content: 50%
Total recycled content: 100%

Carton UPC code: 10082505600081

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WF193470

09/18
RBTTDSUS

V00346

CENTERPULL TOWEL

west



Features/Benefits

- Offers one-at-a-time service and reduces waste
- Touch only dispensing towel reduces cross-contamination
- This product meets LEED v4 O+M criteria for sustainable cleaning products.

Dispenser Compatibility

Reliable Brand® Centerpull Towel Dispenser 444373 (Black)

Specifications

Color: White
Ply: 2 ply
Form: Centerpull
Sheet size: 7.875" x 10"
Core diameter: 3.02"
Sht/Roll: 520
Units/Case: 6
Cartons/Pallet: 60
Carton weight: 14.26 lb
Case dimensions:
24.88" l x 16.88" w x 8.38" h
TI: 5
HI: 12

Post consumer recycled content: 50%
Total recycled content: 100%

Carton UPC code: 10082505600081

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WF193470

09/18
RBTTDSUS



V02353

CENTERPULL TOWEL



Features/Benefits

- Offers one-at-a-time service and reduces waste
- Touch only dispensing towel reduces cross-contamination

Dispenser Compatibility

Reliable Brand® Centerpull Towel Dispenser 444373 (Black)

Specifications

Color: White
Ply: 2 ply
Form: Centerpull
Sheet size: 7.875" x 10"
Core diameter: 3.3"
Sht/Roll: 600
Units/Case: 6
Cartons/Pallet: 55
Carton weight: 17.59 lb
Case dimensions:
25.31" l x 8.63" w x 16.81" h
TI: 5
HI: 11
Post consumer recycled content: 50%
Total recycled content: 100%

Carton UPC code: 10082505624278

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09/18
RBTTTDSUS

Every application. Every time.

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W6800

PRODUCT SPECIFICATION SHEET

BRAND NAME	Morsoft™	POST- CONSUMER CONTENT (%)	Min 40%
PRODUCT NUMBER	W6800	RECYCLED CONTENT	100%
PRODUCT CATEGORY	Hardwound Towel	BASIS WEIGHT	20 lbs.
PLIES	1 Ply	CASE DIMENSIONS	22.375 x 14.875 x 7.875
COLOR	White	CASE CUBE	1.52 cu.
SIZE	8"	UPC CODE	054867-00075-8
UNIT PACK	800 ft.	TI/HI	5/12
CASE COUNT	6 Rolls	PALLETIZATION	60
CASE WEIGHT	≈ 20 lbs.	Core Size	2"

**For more information please contact your sales representative or our customer service department.*

PRODUCT IMAGES





Product Specifications for Morcon Tissue Morsoft™ 1-Ply Hard Wound Roll Towel
Product Code Number: W6800

Size: 8"

Footage: 800 feet

Rolls Per Case: 12

Box dimensions:

Cases Per Pallet: 60

Basis Weight: ~20 lbs.

Tensile – CD kg/15mm (Tappi T494) - .45 target

Tensile – MD kg/15mm (Tappi T494) – 1.00 target

Tensile Wet MD kg/15mm (Tappi T456) - .41 target

MD stretch % Tappi T494: 7% Target

Brightness: 78% ISO Brightness Target

Case Cube: 1.52 cu. ft.

Shipping case weight: ~20.0 lbs

Recycled Content: 100% recycled fiber, minimum 40% PC content



**Product Specifications for Morcon Tissue Morsoft™ 1-Ply Hard Wound Roll Towel
Product Code Number: W12600**

Size: 8"

Rolls Per Case: 12

Footage: 600 feet

Box dimensions:

Cases Per Pallet: 42

Basis Weight: ~20 lbs.

Tensile – CD kg/15mm (Tappi T494) - .45 target

Tensile – MD kg/15mm (Tappi T494) – 1.00 target

Tensile Wet MD kg/15mm (Tappi T456) - .41 target

MD stretch % Tappi T494: 7% Target

Brightness: 78% ISO Brightness Target

Case Cube: 2.06 cu. ft.

Shipping case weight: ~29.0 lbs

Recycled Content: 100% recycled fiber, minimum 40% PC content


September 19, 2020

To Whom It May Concern,

All of the Morcon products quoted on the Commonwealth of Pennsylvania Bid meet the Commonwealth of PA PCID Specifications.

Please do not hesitate to contact me should you have any questions or comments.

All my best,


Laura Morris
VP Of Sales
Morcon, Inc.

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500, or \$500 for a Department of General Services Self-Certified Small Business, or \$166 for a Department of General Services-verified Small Diverse Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, you must submit a copy of your active Small Business Contracting Program certificate with your bid response.

VERITIV OPERATING COMPANY

Corporate or Legal Entity Name



9/10/2020

Signature/Date

SCOTT MACPHERSON REGIONAL SALES LEADER

Printed Name/Title



RECOMMENDATION FOR CONTRACTOR SELECTION

Date: November 10, 2020

To: Janice Pistor
Contracting Officer

From: James (Ben) Huffine
Issuing Officer

RE: Evaluation of Proposals Submitted in Response to
Janitorial Paper Products
RFP 6100050343

PREFACE

The Issuing Office designated to conduct the **Janitorial Paper Products** procurement has completed its evaluation in accordance with Commonwealth policies and procedures. As further described below, **Veritiv Operating Company** is recommended for selection for contract negotiations for **Janitorial Paper Products**. This memorandum also documents that all necessary steps were taken in conducting the procurement in accordance with the provisions of the Commonwealth Procurement Code (Code). To the extent that written determinations are required under the Code for any of the following steps and no attached record exists, this memorandum shall serve as written confirmation that such step occurred.

PROCESS

- A. **DETERMINATION TO USE COMPETITIVE SEALED PROPOSAL METHOD:** As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.
- B. **PUBLIC NOTICE:** Public notice of the RFP was posted on the DGS website on August 24, 2020.
- C. **EVALUATION COMMITTEE:** An evaluation committee was established consisting of agency representatives from the Department of General Services (DGS).
- D. **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference was not conducted for this procurement.



E. **ADDENDA TO THE RFP:** Potential offerors were given the opportunity to submit questions concerning the procurement to the Issuing Office. The official responses to the questions were incorporated into the RFP through the electronic procurement tool.

EVALUATION

A. **EVALUATION CRITERIA:** The Issuing Office established the relative importance of the major evaluation criteria prior to opening the proposals, consisting of technical 70% and cost 30%.

B. **PROPOSAL OPENING:** Proposals were opened in a manner to avoid disclosure of their contents to competing offerors. The technical submittals were distributed to the evaluation committee. The Issuing Office retained the cost submittals until the evaluation committee completed its technical evaluation.

1. Offerors were afforded approximately 36 days to respond to the RFP. A total of 3 proposals were received on or before the due date of September 28, 2020. 2 companies responded by stating that they would not be submitting proposals. 1 proposal was disqualified as non-responsive.

C. **CLARIFICATIONS AND ORAL PRESENTATIONS:** In accordance with the Discussions for Clarifications, contained within the Description Section of the RFP, written clarifications and oral presentations were requested from the offerors based on the initial technical evaluation to assure full understanding and responsiveness to the RFP requirements.

D. **RESULTS OF EVALUATION:**

1. The evaluation committee reported the results of its technical evaluation to the Issuing Office.

2. Two (2) technical submittals, Flamingo Paper Food Service & Products Corp and Heritage Bag Company failed to get scored as they were evaluated as non-responsive.

3. The Issuing Office evaluated and scored the cost proposals and combined the technical scores and cost scores.

4. **OVERALL SCORING:** The overall scoring for this procurement concluded as follows:



<i>Offeror</i>	<i>Technical Score</i>	<i>Cost Score</i>	<i>Overall Score</i>
<i>Veritiv Operating Company</i>	<i>300</i>	<i>700</i>	<i>1,000</i>
<i>Suppliers Not Meeting the 75% Threshold</i>			
<i>W. B. Mason Co., Inc.</i>	<i>0</i>	<i>N/A</i>	<i>N/A</i>

5. **HIGHEST OVERALL SCORES:** After combining the final technical scores and cost scores in accordance with the relative weights assigned to these areas and fixed prior to the opening of the proposals, the proposal submitted by **Veritiv Operating Company** received the highest overall score.

6. **SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE COMMITMENTS:** The Issuing Office and the Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) identified this procurement as potentially eligible for the setting of Small Diverse Business (SDB) and/or Veteran Business Enterprise (VBE) participation goals. However, after analyzing the solicitation for subcontracting opportunities and researching available SDB and/or VBE firms to perform commercially useful functions, the Issuing Office and BDISBO determined that the SDB and/or VBE participation opportunities for the scope of work for this procurement are de minimis. Therefore, the Issuing Office and BDISBO declined to set SDB or VBE participation goals for this procurement.

7. **CONTRACTOR RESPONSIBILITY:** **Veritiv Operating Company** and its subcontractors required to be disclosed or approved by the Commonwealth have been verified as responsible contractors in accordance with management directives, the Procurement Handbook and the Code, as applicable.

RECOMMENDATION.

As the Issuing Officer, I recommend that **Veritiv Operating Company** be selected for contract negotiations. This recommended selection is based upon the results of the evaluation and review of the proposals as summarized above. It should be noted that Veritiv Operating Company is the incumbent. The current contract value using the estimated annual volumes from the RFP would be \$4,401,193.00, for the initial three (3) year term. Based on the cost submittal of this Offeror, the total value for the initial term of the Contract is \$4,122,084; a savings of \$279,108 or Six (6) percent. The term of the contract will be three (3) years with two (2) one-year additional renewals.



CONTRACTING OFFICER DETERMINATION:

- Based upon the results of the evaluation and the above recommendation, I have determined the proposal submitted Veritiv Operating Company is the most advantageous to the Commonwealth.
- I disapprove the recommendation.

_____e sign **Janice Pistor**

12/3/20_____

Janice Pistor
Chief Procurement Officer

Date

AGENCY HEAD AUTHORIZATION:

Based upon the Contracting Officer's determination, I authorize the Issuing Office to proceed with contract negotiations with Veritiv Operating Company.

12/3/20

_____Kenneth Hess
Deputy Secretary for Procurement

Date

BAFO COST SUBMITTAL
JANITORIAL PAPER PRODUCTS
RFP 6100050343

Item #	COPA Material Number	Item Description	Additional Description	Annual Per Each Quantity (F)	MFGR (F)	MFGR's Part Number (G)	UOM (H)	Per Pack Quantity (I)	Year 1 Per Each Price (J)	Year 1 Line Item Extended Price (K)	Year 2 Per Each Price (L)	Year 2 Line Item Extended Price (M)	Year 3 Per Each Price (N)	Year 3 Line Item Extended Price (O)	Yr 1 Case Cost	Yr 2 Case Cost	Yr 3 Case Cost
1	318519	NAPKIN,6"x13.5",1PLY,WHITE		42,192	ESSITY	D3052B	PKG	16	\$ 1.61	\$ 67,929.12	\$ 1.61	\$ 67,929.12	\$ 1.61	\$ 67,929.12	\$ 25.76	\$ 25.76	\$ 25.76
2	288568	TISSUE,FACIAL,2PLY,WHITE,PCID1011		48,240	KIMBERLY CLARK	21390	BOX	60	\$ 0.58	\$ 27,979.20	\$ 0.58	\$ 27,979.20	\$ 0.58	\$ 27,979.20	\$ 34.80	\$ 34.80	\$ 34.80
3	318522	TISSUE,TOILET,TYPEI,SZ1,PCID1007	SERVICE ROLL, WHITE, 2 PLY	47,680	ESSITY	TM1616S	ROLL	96	\$ 0.35	\$ 16,688.00	\$ 0.35	\$ 16,688.00	\$ 0.35	\$ 16,688.00	\$ 33.60	\$ 33.60	\$ 33.60
4	318523	TISSUE,TOILET,TYPEII,SZ1,PCID1007	JUMBO, 2,000 FT LONG, WHITE, 2 PLY	8,418	ESSITY	TJ0922A	ROLL	12	\$ 1.86	\$ 15,657.48	\$ 1.86	\$ 15,657.48	\$ 1.86	\$ 15,657.48	\$ 22.32	\$ 22.32	\$ 22.32
5	318524	TISSUE,TOILET,TYPEII,SZ1,PCID1007	JUMBO, 4,000 FT LONG, WHITE, 1 PLY	7,338	ESSITY	TJ1212A	ROLL	6	\$ 4.27	\$ 31,333.26	\$ 4.27	\$ 31,333.26	\$ 4.27	\$ 31,333.26	\$ 25.62	\$ 25.62	\$ 25.62
6	318526	TISSUE,TOILET,TYPEI,SZ1,PCID1007	SERVICE ROLL, WHITE, 2 PLY	120,960	KIMBERLY CLARK	13217	ROLL	80	\$ 0.39	\$ 47,174.40	\$ 0.39	\$ 47,174.40	\$ 0.39	\$ 47,174.40	\$ 31.20	\$ 31.20	\$ 31.20
7	330324	TISSUE,TOILET,TYPEII,SZ2,PCID1007	MINI/JUNIOR, 1,000 FT LONG, WHITE, 2 PLY	44,076	MORCON	M99	ROLL	12	\$ 1.75	\$ 77,133.00	\$ 1.75	\$ 77,133.00	\$ 1.75	\$ 77,133.00	\$ 21.00	\$ 21.00	\$ 21.00
8	144015	TISSUE,TOILET,TYPEII,SZ2,PCID1007	MINI/JUNIOR, 2,000 FT LONG, WHITE, 1 PLY	8,712	ESSITY	TJ0912A	ROLL	12	\$ 2.14	\$ 18,643.68	\$ 2.14	\$ 18,643.68	\$ 2.14	\$ 18,643.68	\$ 25.68	\$ 25.68	\$ 25.68
9	318529	TOWEL,CTRPULL,7.7"X11.8"X519',2PLY,WHT		7,974	M	C6600	ROLL	6	\$ 3.06	\$ 24,400.44	\$ 3.06	\$ 24,400.44	\$ 3.06	\$ 24,400.44	\$ 18.36	\$ 18.36	\$ 18.36
10	322498	TOWEL,C-FOLD,CLASS IB,PCID1008	WHITE, 1 PLY	6,752	ESSITY	250630	PKG	16	\$ 0.98	\$ 6,616.96	\$ 0.98	\$ 6,616.96	\$ 0.98	\$ 6,616.96	\$ 15.68	\$ 15.68	\$ 15.68
11	318539	TOWEL,C-FOLD,CLASS IA,PCID1008	WHITE, 1 PLY	132,320	KIMBERLY CLARK	1500	PKG	16	\$ 1.26	\$ 166,723.20	\$ 1.26	\$ 166,723.20	\$ 1.26	\$ 166,723.20	\$ 20.16	\$ 20.16	\$ 20.16
12	288569	TOWEL,C-FOLD,CLASS IB,PCID1008	NATURAL, 1 PLY	206,048	ESSITY	CK590	PKG	16	\$ 1.05	\$ 216,350.40	\$ 1.05	\$ 216,350.40	\$ 1.05	\$ 216,350.40	\$ 16.80	\$ 16.80	\$ 16.80
13	318536	TOWEL,MULTIFOLD,CLASSII,PCID1008	WHITE, 1 PLY	464	ESSITY	420483	PKG	16	\$ 1.01	\$ 468.64	\$ 1.01	\$ 468.64	\$ 1.01	\$ 468.64	\$ 16.16	\$ 16.16	\$ 16.16
14	288570	TOWEL,MULTIFOLD,CLASSII,PCID1008	NATURAL, 1 PLY	127,638	ESSITY	MK520A	PKG	16	\$ 0.87	\$ 111,045.06	\$ 0.87	\$ 111,045.06	\$ 0.87	\$ 111,045.06	\$ 13.92	\$ 13.92	\$ 13.92
15	330408	TOWEL,ROLL,CLASSIV,SZ1,PCID1008	800 FT LONG, 1.625 INCH CORE, WHITE, 1 PLY	660	GEORGIA PACIFIC	26601	ROLL	6	\$ 3.67	\$ 2,422.20	\$ 3.67	\$ 2,422.20	\$ 3.67	\$ 2,422.20	\$ 22.02	\$ 22.02	\$ 22.02
16	271650	TOWEL,ROLL,CLASSIV,SZ2,PCID1008	800 FT LONG, 1.75 INCH CORE, WHITE, 1 PLY	19,416	GEORGIA PACIFIC	89460	ROLL	6	\$ 7.29	\$ 141,542.64	\$ 7.29	\$ 141,542.64	\$ 7.29	\$ 141,542.64	\$ 43.74	\$ 43.74	\$ 43.74
17	290902	TOWEL,ROLL,CLASSIV,SZ1,PCID1008	1,000 FT LONG, 2 INCH CORE, WHITE, 1 PLY	6,204	ESSITY	RB1002	ROLL	6	\$ 4.12	\$ 25,560.48	\$ 4.12	\$ 25,560.48	\$ 4.12	\$ 25,560.48	\$ 24.72	\$ 24.72	\$ 24.72
18	288571	TOWEL,ROLL,PERFORATED,CLASSIII,PCID1008	150 FT LONG, NATURAL, 2 PLY	25,572	ESSITY	HK1975A	ROLL	12	\$ 1.33	\$ 34,010.76	\$ 1.33	\$ 34,010.76	\$ 1.33	\$ 34,010.76	\$ 15.96	\$ 15.96	\$ 15.96
19	330320	TOWEL,ROLL,CLASSIV,SZ1,PCID1008	425 FT LONG, 1.5 INCH CORE, WHITE, 1 PLY	9,372	KIMBERLY CLARK	1080	ROLL	12	\$ 3.58	\$ 33,551.76	\$ 3.58	\$ 33,551.76	\$ 3.58	\$ 33,551.76	\$ 42.96	\$ 42.96	\$ 42.96
20	330321	TOWEL,ROLL,CLASSIV,SZ1,PCID1008	580 FT LONG, 1.75 INCH CORE, WHITE, 1 PLY	1,848	KIMBERLY CLARK	12388	ROLL	6	\$ 5.24	\$ 9,683.52	\$ 5.24	\$ 9,683.52	\$ 5.24	\$ 9,683.52	\$ 31.44	\$ 31.44	\$ 31.44
21	330318	TOWEL,ROLL,CLASSIV,SZ1,PCID1008	950 FT LONG, 1.75 INCH CORE, WHITE, 1 PLY	15,084	KIMBERLY CLARK	2000	ROLL	6	\$ 5.92	\$ 89,297.28	\$ 5.92	\$ 89,297.28	\$ 5.92	\$ 89,297.28	\$ 35.52	\$ 35.52	\$ 35.52
22	330319	TOEWL, PAPER, ROLL	7.6" W x 11.75" L, Center pull White, 2 Ply 520-Sht 6/RI Ctn	2,250	RELIABLE	V00346	ROLL	6	\$ 5.00	\$ 11,250.00	\$ 5.00	\$ 11,250.00	\$ 5.00	\$ 11,250.00	\$ 30.00	\$ 30.00	\$ 30.00
23	330341	TOWEL,ROLL,CLASSIV,SZ1,PCID1008	1,000 FT LONG, 1.5 INCH CORE, WHITE, 1 PLY	30,792	KIMBERLY CLARK	1000	ROLL	12	\$ 4.51	\$ 138,871.92	\$ 4.51	\$ 138,871.92	\$ 4.51	\$ 138,871.92	\$ 54.12	\$ 54.12	\$ 54.12
24	330325	TOWEL,ROLL,CLASSIV,SZ3,PCID1008	1,150 FT LONG, 1.75 INCH CORE, WHITE, 1 PLY	858	KIMBERLY CLARK	25702	ROLL	6	\$ 9.03	\$ 7,747.74	\$ 9.03	\$ 7,747.74	\$ 9.03	\$ 7,747.74	\$ 54.18	\$ 54.18	\$ 54.18
25	322456	TOWEL,ROLL,CLASSIV,SZ1,PCID1008	800 FT LONG, 2 INCH CORE, WHITE, 1 PLY	15,876	MORCON	W6800	ROLL	6	\$ 3.01	\$ 47,786.76	\$ 3.01	\$ 47,786.76	\$ 3.01	\$ 47,786.76	\$ 18.06	\$ 18.06	\$ 18.06
									TOTAL YEARLY EXTENDED PRICE		\$ 1,369,867.90		\$ 1,369,867.90				
									TOTAL THREE YEAR EXTENDED PRICE		\$ 4,109,603.70						



DATE: November 14, 2019

TO: The Honorable Curt Topper
Secretary of General Services

FROM: Janice M. Pistor
Chief Procurement Officer

SUBJECT: Request for Waiver of Procurement Handbook Provisions
Janitorial Paper Products
RFP No. 6100044409

The Department of General Services (Department), Bureau of Procurement (BOP), is preparing to issue a Request for Proposals (RFP) for a statewide contract for Janitorial Paper Products (the RFP).

The Department's Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) has developed a goal setting policy based upon recommendations from its 2018 Disparity Study. The goal setting policy requires BDSIBO and agencies to identify contract-specific participation goals for Small Diverse Businesses (which include Minority Business Enterprises, Women Business Enterprises, LGBT Business Enterprises, and Disability-Owned Business Enterprises) and Veteran Business Enterprises (which include Veteran-Owned Small Businesses and Service-Disabled Veteran-Owned Small Businesses). Proposers must either agree to meet the participation goals in full or must request a full or partial Good Faith Efforts waiver from one or both of the participation goals. Failure to meet the participation goals or establish they have made good faith efforts to meet the participation goals will result in rejection of a proposal as nonresponsive.

BDISBO intends for the new goal setting policy to replace the former Small Diverse Business (SDB) and Small Business (SB) participation program which allocated 20% of the total evaluation points towards voluntary SDB and SB commitments made by Proposers on RFPs. The new goal setting policy will also apply to IFBs, ITQs, and RFQs.

The RFP has been selected by BOP to be a pilot of the new goal setting policy. As parts of this new goal setting policy differ from the policies set forth regarding the SDB (and SB) participation program in the Procurement Handbook, I respectfully request a waiver from the Handbook procedures and requirements for this procurement.

Specifically, I note the following requirements or processes contained in the Procurement Handbook that will be different in these procurements:



1. Part I, Chapter 2: Under the definition of “Small Business,” the threshold for gross annual revenues for all types of businesses has been increased to \$38.5 million over a three-year average. The definition of Small Diverse Businesses is changed to “A DGS-verified minority-owned business, woman-owned business, LGBT owned business, or Disability-owned business, that qualifies as a small business. A definition of Veteran Business Enterprise is also added as “a DGS-verified Veteran-Owned Small Business Enterprise and a Service-Disabled Veteran-Owned Small Business Enterprise.”
2. Part I, Chapter 3(B): The Bureau of Small Business Opportunities (currently BDISBO) will be setting an SDB participation goal and a VBE participation goal with the assistance of the Bureau of Procurement, will review the SDB and VBE participation submittals and required documents, and will evaluate any Good Faith Efforts waiver requests with the Bureau of Procurement. BDISBO will not conduct any scoring activities.
3. Part I, Chapter 3(H): The Bureau of Small Business Opportunities (currently BDISBO) will be setting an SDB participation goal and a VBE participation goal with the assistance of the Bureau of Procurement, will review the SDB and VBE participation submittals and required documents, and will evaluate any Good Faith Efforts waiver requests with the Bureau of Procurement. BDISBO will not conduct any scoring activities.
4. Part I, Chapter 6 (B): BDISBO will not conduct any scoring of SDB and SB Participation submittals. They will instead provide goal setting and submittal review activities as detailed in paragraphs 2 and 3 above.
5. Part I, Chapter 21: The threshold for gross annual revenues for all types of businesses has been increased to \$38.5 million over a three-year average. The definition of Small Diverse Businesses is changed to “A DGS-verified minority-owned business, woman-owned business, LGBT owned business, or Disability-owned business, that qualifies as a small business.” A definition of Veteran Business Enterprise is also added as “a DGS-verified Veteran-Owned Small Business Enterprise and a Service-Disabled Veteran-Owned Small Business Enterprise.”
6. Part I, Chapter 21(C): The new goal setting policy fully replaces the former SDB and SB participation scoring which allocated 20% of the total evaluation points towards voluntary SDB and SB commitments made by Proposers.
7. Part II, Chapter 7: Because the new goal setting policy fully replaces the former SDB and SB participation scoring, the 20% (or 200) of total evaluation points are not allocated towards SDB (and SB) participation. The scoring weights for this RFP will be 65% technical criterion and 35% cost criterion.
8. Part II, Chapter 7(b)(2)(j), (10)(a), 13(a): BDISBO will not conduct any scoring of SDB and SB Participation submittals. They will instead provide goal setting and submittal review activities as detailed in paragraph 2 above.



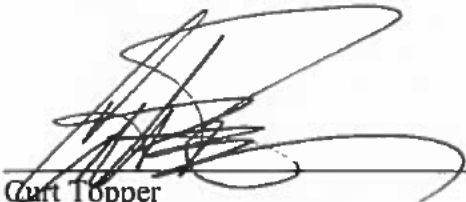
9. Part III, Chapter 7: This chapter refers to Part II Chapter 3 for procedures on Delegated Formal Competitive Sealed Bidding for services and materials. The new goal setting policy fully replaces the former SDB and SB participation scoring, the 20% (or 200) of total evaluation points are not allocated towards SDB (and SB) participation. The scoring weights for this RFP will be 30% technical criterion and 70% cost criterion.

10. The Issuing Office and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) identified this procurement as potentially eligible for the setting of Small Diverse Business (SDB) and/or Veteran Business Enterprise (VBE) participation goals. However, after analyzing the solicitation for subcontracting opportunities and researching available SDB and/or VBE firms to perform commercially useful functions, the Issuing Office and BDISBO have determined that the SDB and/or VBE participation opportunities for the scope of work for this procurement are de minimis. Therefore, the Issuing Office and BDISBO have declined to set SDB or VBE participation goals for this procurement. In addition, there will be no points allocated toward SDB/SB participation for this procurement.

There may be other minor variations from the Handbook in these RFPs, but any such differences would be considered inconsequential and would have no bearing on the overall fairness of this competitive process.

Accordingly, I respectfully request a waiver from the applicable provisions of Parts I and II of the Procurement Handbook and as set forth above for this contract.

Waiver Approved _____ Waiver Denied _____


 Curt Topper
 Secretary, General Services

12/30/19
Date

- c: Kenneth Hess
Deputy Secretary for Procurement
- Erin E. Verano
Assistant Chief Counsel

