

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

FOR: CORRECTIONS (PITTSBURGH)
SUBJECT: AGENCY NOTIFICATION OF AWARD
CONTRACT NAME: ALUMINUM COIL FOR LICENSE PLATES
CONTRACT PERIOD: Beginning April 1, 1999 and Ending June 30, 2001

CONTRACT MANUAL INDICATOR:
CONTRACT RESTRICTION CODE: 2

FIELD PURCHASE ORDERS: Using agencies may issue field purchase orders against this contract. These orders constitute the contractor's authority to make delivery. All field purchase orders received by the contractor up to and including the expiration date of the contract are acceptable and must be shipped in accordance with the delivery time specified in the contract. Contractors are not permitted to accept field purchase orders which require deliveries extended beyond the delivery time specified in the contract. Each field purchase order will be deemed to incorporate the terms and conditions set forth in this contract.

Field purchase orders may be issued through electronic data interchange ("EDI") or through facsimile equipment. EDI will involve the electronic transmission of field purchase order information from the using agency via a Value Added Network ("VAN") and the acknowledgement of receipt of the transmission by the contractor. Receipt of the electronic or facsimile transmission of the field purchase order shall constitute receipt of an order. Orders received by the contractor after 4:00 p.m. will be considered received the following business day.

In the event of the issuance of a field purchase order through EDI, the Commonwealth and the contractor specifically agree as follows:

- a. Upon receipt of an order through EDI, the contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued through EDI shall not give rise to any obligation to deliver on the part of the contractor unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
- b. The parties agree that no hand-written signature shall be required in order for the field purchase order to be legally enforceable. To the maximum extent permitted by law, the parties hereby define and adopt the confidential codes that they will affix or include on the order to the acknowledgement as any necessary "signature" that may be required by law. Any field purchase order or acknowledgement which contains or includes the confidential code shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. Neither party shall disclose to any unauthorized person the "signatures" of the other party. The Commonwealth shall share its confidential code(s) after award of the contract.
- c. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine field purchase order or acknowledgement issued through EDI 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 field purchase order or acknowledgement issued through EDI, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine field purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement shall be deemed to be genuine for all purposes if: (a) it contains the proper access code assigned to the party from which the document appears to have originated, and (b) it is transmitted to the location designated for such documents in the procedure agreed to by the parties.

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

ESTIMATED QUANTITIES: It shall be understood and agreed that any quantities listed in the proposal 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 supplies, equipment, and materials in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase items covered by this contract from another source if the price is lower than the contract price.

IDENTIFICATION NUMBER: The contractor's federal identification number must be typed in the designated space on the Field Purchase Order.

Supply IDENTIFICATION NUMBER: Each item shown on the Field Purchase Order must be identified by its complete Supply number.

TAXES: The Commonwealth is exempt from all Federal excise and transportation taxes, is exempt from the provisions of the Fair Trade Law, and is exempt from the Pennsylvania sale and use tax upon the purchase of tangible personal property. Registration number with the Internal Revenue Service is 23740001-K. Nothing in this paragraph is meant to exempt a construction contractor from the payment of sales or use tax required to be paid with respect to its construction contract.

ACCEPTANCE: Payment should not be construed by the awarded contractor as acceptance of equipment, goods, materials or supplies furnished under this contract. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the equipment, goods, materials or supplies if such post-payment testing or inspection discloses a defect or a failure to meet specifications.

ASSIGNMENT OF ANTITRUST CLAIMS: Contractor and the Commonwealth recognize that in actual economic practice, overcharges by 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 this contract, and intending to be legally bound, contractor assigns to the Commonwealth all right, title and interest in and to any claims contractor now has or may hereafter acquire under State or Federal Antitrust Laws relating to the goods or services which are the subject of this contract.

ORDERS UNDER \$1,500.00: For orders involving less than \$1,500.00, the Commonwealth will accept only a complete shipment of all items and a single invoice for the items.

OPTION TO EXTEND: The Commonwealth reserves the right to extend this contract or any part of this contract up to three (3) months. This should be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to issue the new contract.

OPTION TO RENEW: This contract may be renewed by mutual consent of the Commonwealth and vendor for additional one (1) year periods. Such renewals shall be limited to three (3). The renewal must be determined by both parties 6 months before the end of the contract term or any renewal thereof, unless otherwise agreed to in writing by both parties. The renewal amount of ALUMINUM will be a lesser amount than that of the original contract period. The contract buyer is to check with Bill Barshinger at Department of Corrections before renewal of the contract.

NOTE: If this contract is renewed for another year, a new performance bond or a rider supplementing the original bond will be required for the extended period.

INQUIRIES: Direct all service inquiries to the appropriate vendor as indicated on the award item sheets.

Direct all other questions to:

John C. Hefelfinger,, Buyer

Bureau of Purchases

P O Box 1365

Harrisburg PA 17105

717-787-2389

SPECIFICATIONS CONVERSION COATED ALUMINUM FOR MOTOR VEHICLE LICENSE PLATES

PURPOSE AND SCOPE

It is the purpose of these specifications to define a conversion coated aluminum substrate material suitable in the manufacture of reflectorized multi-year motor vehicle license plates. Detailed qualitative and quantitative criteria for the manufacture and delivery of the substrate are included in these specifications.

DESCRIPTION

The aluminum must be produced to the following properties:

- | | |
|---------------------------------------|---|
| A. Alloy-Temper | 3105-H121 or 8112-H111 |
| B. Thickness | 0.028" +/- 0.0015" |
| C. Width | Standard Motor Vehicle Size 12-1/8" + 1/32" |
| | Motorcycle Size 7-1/8" + 1/32" |
| D. Ultimate Strength | 17,000 to 23,000 psi |
| E. Minimum Yield Strength | 12,000 psi |
| F. Elongation on 2" Standard Specimen | Minimum 16% (20% nominal) |

G. Quality To withstand embossing with all steel dies at 3/32" height without breaking, cutting, or appreciable plate warping.

H. Front & Backside Surface Preparation and Finish

Treated with a light, tightly adherent, chromate conversion coating, applied in conformance with specifications outlined in ASTM Specification B-449-67, Class 2, or as revised, and free of any powdery residue or oil or other foreign material which may affect adhesion of reflective sheeting.

I. Conversion Coating Weight 10 to 35 mg/ft² with a median of 25 mg/ft² as the optimum

QUANTITY

Contractor(s) will be required to provide, package, and deliver approximately 2.4 million pounds of 12 1/8" aluminum and 25,000 pounds of 7 1/8" aluminum over a two-year period to the Department of Corrections, Bureau of Correctional Industries at SCI Pittsburgh. Estimated monthly quantities will be 100,000 pounds per month of the 12-1/8" aluminum, although the Commonwealth may require 150,000 pounds per month for the first several months.

The Bureau of Correctional Industries reserves the right to increase or decrease the quantities in the Field Purchase Order(s) upon 60 days' written notice. The maximum amount of any monthly order shall be 150,000 pounds.

PACKAGING

A. Coils of 12-1/8" wide aluminum substrate shall be wound to a nominal weight of 2,000 pounds. The coils shall have 20" cores with a maximum O.D. of 51" and shall be packaged on individual skids with a total weight of not more than 3,000 pounds. No more than 10% undersized in weight will be accepted.

B. Coils shall be packaged on a pallet. They shall be packaged and sufficiently wrapped with reinforced waterproof paper (no tarpaper) to ensure proper protection against environmental circumstances. Pallets should allow 4" clearance for pallet truck, and have 4" x 4" parallel runners, 28" apart. Pallet coils may be stacked two high for shipping and storage purposes.

C. Each coil shall be securely banded both around the circumference and through the eye of the coil to prevent telescoping.

D. Coils shall be free from edge damage, as caused by cable marks, forklifts, dull cutting dies, rough separator discs or any other causes that result in rough, wavy or damaged edges. Coils shall be coiled straight and fairly tight with no more than 1/16" interweave.

E. A securely attached packaging slip, legible without removal, shall be attached to each skid and shall indicate the size, gross and net weights, and purchase order number.

SHIPPING

- A. To be delivered 30 to 45 days after receipt of a field purchase order or as specified in the field purchase order(s).
- B. Shipments must be open flatbed trailer for side off-loading by forklift truck.
- C. Delivery must be FOB destination.
- D. The Bureau of Correctional Industries will unload the aluminum at destination.
- E. The Bureau of Correctional Industries at SCI Pittsburgh must be notified by trucker 24 hours prior to arrival of shipments. Monday through Friday deliveries only, 8:00 a.m. to 2:00 p.m., no holidays, except when approved by the Bureau of Correctional Industries.
- F. Invoices will be processed for payment upon the completion and acceptance of specified deliveries.

Price Adjustment. The Selected Contractor will be required to supply the required aluminum at the awarded bid price through June 30, 2000. Effective July 1, 2000, the price will be adjusted (upward or downward) in accordance with changes in the price of aluminum ingot as published by the London Metals Exchange (LME) Index. The LME price for March, 1999, will be the base price index which will be compared with the LME price for June, 2000, and the awarded bid price will be adjusted accordingly. The new, adjusted price will be paid by the Using Agency for all Field Purchase Order(s) issued or effective after June 30, 2000 through the expiration of the Contract or any renewal.

Liquidated Damages. The license plate production to be conducted by the Commonwealth's Bureau of Correctional Industries is expected to begin in May, 1999. In the event that the aluminum is not delivered as specified in the Field Purchase Order, the Contractor will pay liquidated damages in the amount of five thousand dollars (\$5,000.00) directly to the Bureau of Correctional Industries for each calendar day of delay in delivery of the aluminum as specified in Field Purchase Order.

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

Integration. The Contract, including all referenced documents as well as the field purchase orders, 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 modification, alteration, change, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate Commonwealth form.

Amendments. The Contract represents the complete agreement between the parties, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Contract shall be in writing in the form of a supplemental agreement signed by both parties, setting forth therein the proposed changes, corrections, or additions.

Assignability and Subcontracting.

- a. Subject to the terms and conditions of this Paragraph 33, the Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under the Contract without the prior written consent of the Buyer, which consent may be withheld at the sole and absolute discretion of the Buyer.
- c. The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Buyer, which consent may be withheld at the sole and absolute discretion of the Buyer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Buyer, assign its rights to payment to be received under the Contract or a field purchase order, provided that the Contractor provides written notice of such assignment to the Buyer and the ordering agency, together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.
- E. For the purposes of the Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor, provided however that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- F. Any assignment consented to by the Buyer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- G. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Buyer written notice of any such change of name.

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES

CONTRACT VENDOR LIST

The vendor(s) identified below by an "X" in the Act 31 of July 9, 1971 and Act 17 of June 27, 1977 column will permit any political subdivision or authority or private college or university to buy from General Services contracts. Unless otherwise specified below, payment terms are Net 30 days.

ACTS 31&17	VENDOR #/FIN	SUFFIX	VENDOR NAME/ADDRESS	TELEPHONE NO.	FAX NO.	CONTACT PERSON
	23-1309929		Paul Post John R. Wald Co Inc Industrial Park P O Box 392 Huntingdon PA 16652	800-221-9253 x131	814-643-5300	Paul Post

ITEM SHEET

ITEM NO.	COMMODITY CODE NO.	Item description	cost per pound	contractor name	FIN NUMBER
001	9900-2000-002	Motorcycle Aluminum coil for License plates	1.00	John R. Wald Company Inc	23-1309929
002	9900-2000-012	Automobile Aluminum coil for license plates	.994	John R. Wald Company Inc	23-1309929

Contract Number: #9905-15
Change Number #1
Date:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: CORRECTIONS (PITTSBURGH)
Subject: ALUMINUM COIL FOR LICENSE PLATES
Contract Period: Effective date of April 1, 1999 and Termination date of JUNE 30, 2001
Buyer Name: John Hefelfinger

CHANGE SUMMARY:

The following price changes are made in accordance with the price adjustment clause.

Item # 1 Commodity Code # 9900-2000-002, Motorcycle Aluminum coil for License plates the cost per pound is now \$1.16.

Item # 2 Commodity Code # 9900-2000-012, Automobile Aluminum coil for License plates the cost per pound is now \$1.154.

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

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES

Contract Number: #9905-15
Change Number #2
Change Effective Date:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH
Subject: ALUMINUM COIL FOR LICENSE PLATES
Contract Period: Effective date of 04/01/1999 and Termination date of 06/30/01 renewed through 06/30/2002
Buyer Name: B83/JAMES A. GILBERT, JR. 717-705-0564

CHANGE SUMMARY:

IN ACCORDANCE WITH THE OPTION TO RENEW CLAUSE, THE COMMONWEALTH, BY MUTUAL CONSENT OF THE AWARDED VENDOR, HAS HEREBY RENEWED THE SUBJECT CONTRACT FOR A TERM OF ONE (1) YEAR STARTING 07/01/2001 THROUGH 06/30/2002 .

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

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES

Contract Number: #9905-15
Change Number #3
Change Effective Date:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH
Subject: ALUMINUM COIL FOR LICENSE PLATES
Contract Period: Effective date of 04/01/1999 and Termination date of 06/30/01 renewed through 06/30/2002
Buyer Name: B83/JAMES A. GILBERT, JR. 717-705-0564, E-MAIL JGILBERT@STATE.PA.US

CHANGE SUMMARY:

CHANGE BUYER NAME FROM JOHN HEFELFINGER TO JAMES A. GILBERT, JR.

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

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH
Subject: ALUMINUM COIL FOR LICENSE PLATES
Contract Period: Effective date of 04/01/1999 and Termination date of 06/30/01 renewed through 06/30/2003
Buyer Name: B83/JAMES A. GILBERT, JR. 717-705-0564

CHANGE SUMMARY:

IN ACCORDANCE WITH THE OPTION TO RENEW CLAUSE THE COMMONWEALTH, BY MUTUAL CONSENT OF THE AWARDED VENDOR, HAS HEREBY RENEWED THE SUBJECT CONTRACT FOR A TERM OF ONE (1) YEAR STARTING 07/01/2002 THROUGH 06/30/2003 .

CONTRACT UPDATE: CONTRACT RENEWAL

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

ContractNumber: 9905-15
Change Number: 5
Change Effective
Date:01/01/2002

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH
Subject: ALUMINUM COIL FOR LICENSE PLATES
Contract Period: Effective date of 04/01/1999 and Termination date of 06/30/01 renewed through
06/30/2003
Buyer Name: B83/JAMES A. GILBERT, JR. 717-705-0564

CHANGE SUMMARY:

THE BUYER FOR THIS CONTRACT IS CHANGING FROM JAMES A. GILBERT TO B05/LINDA REYNOLDS.
YOU MAY CONTACT LINDA REYNOLDS AT THE FOLLOWING FOR ANY FUTHER QUESTIONS CONCERNING THIS CONTRACT.

TELEPHONE: 717-783-8062
FAX: 717-783-6241
E-MAIL:LIREYNOLDS@ STATE.PA.US

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

Contract Number 9905-15
Change Number: 6
Change Effective Date : 03/31/03

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of the Commonwealth
Subject: Aluminum Coil for License Plates
Contract Period: Effective date of April 4, 1999 and Termination date of June 30, 2001. Renewed for period July 1, 2002 through June 30, 2003.
Buyer Name: 05/Linda Reynolds/717-783-8062

CHANGE SUMMARY:

In accordance with the option to renew clause, the Commonwealth, by mutual consent of the awarded vendor, has hereby renewed the subject contract for an additional one (1) year period effective July 1, 2003 through June 30, 2004.

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

Contract Number 9905-15
Change Number: 7
Change Effective Date : 03/31/04

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of the Commonwealth
Subject: Aluminum Coil for License Plates
Contract Period: Effective date of April 4, 1999 and Termination date of June 30, 2001. Renewed through June 30, 2004.
Buyer Name: Doug Tinkey/717-772-5131

CHANGE SUMMARY:

In accordance with the option to extend clause, this contract is extended 3 months or until issuance of a new contract which ever is sooner.

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