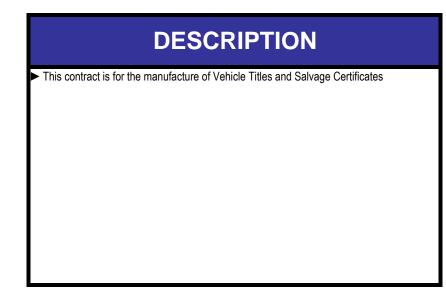
Overview for Contract 0072-01

Prior to utilizing a contract, the user should read the contract in it's entirety.



CONTRACT INFO

Contract Number & Title	4600005428 Vehicle Titles and Salvage Certificates
Number of Suppliers	1 - Moore Wallace NA
Validity Period	11/01/2003 - 10/31/2008
DGS Point of Contact	Toniann Noss - Commodity Specialist
Contact Phone #	(717) 783-2090
Email	tnoss@state.pa.us

PRICING HIGHLIGHTS

This is a line item contract.

PROCESS TO PURCHASE

Create a purchase order in SAP and refrence the contract number above.

SPECIAL CONTRACT TERMS AND CONDITIONS

<u>CONTRACT</u> SCOPE/OVERVIEW: This Contract No. 4600005428 (identified here and in the other documents as the "Contract") will cover the requirements of the Pennsylvania Department of Transportation (PENNDOT) for Certificates of Title and Certificates of Salvage.

<u>ORDER OF PRECEDENCE</u>: These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions For Statewide Contracts for Supplies. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions For Statewide Contracts for Supplies, these Special Contract Terms and Conditions shall prevail.

TERM OF CONTRACT: The Contract shall commence on the Effective Date which shall be no earlier than November 1, 2003 and expire on October 31, 2005.

<u>OPTION TO EXTEND</u>: The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

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

<u>OPTION TO RENEW</u>: This contract may be renewed for three (3) additional one (1) year terms, by mutual agreement between the Commonwealth and the Contractor. If the contract is renewed, the same terms and conditions shall apply. For each year the contract is renewed, security will be required for the extended period.

<u>CANCELLATION</u>: The Commonwealth reserves the right to cancel this contract within 90 days written notice. In the event of cancellation, the Contractor shall be paid for the operations completed up to the time of cancellation, but in no case shall the Contractor be entitled to receive payment for uncompleted work, lost profits, or incidental or consequential damages because of such cancellation.

PRICE ADJUSTMENT: The Commonwealth acknowledges the potential for paper price changes during the term of the contract. Based on the price of stock at approximately 50% of the total form cost, prices may be adjusted for subsequent shipments. The adjusted amount is based on the percentage of increase or decrease for paper percentage costs only. Contractor must submit supply paper invoice costs as they were at the time of quote and paper invoice costs on the stated print dates. The calculations must be clearly delineated and the price change clearly shown/documented. The contractor must inform PENNDOT of necessary price adjustments prior to printing. When delivery invoices are submitted for payment, contractor shall include proof of price adjustments; the cost shall be adjusted accordingly and the invoice paid by PENNDOT, based on the documentation furnished by the contractor.

PLANT SECURITY All items listed on this contract manufactured at a secure facility. This facility must have, at a minimum, the following security features:

- (a) 24-hour uniformed security patrol, 7 days per week.
- (b) All plant exits monitored by uniformed security officer through centralized alarm and video system.
- (c) All cameras 100% video recorded 24 hours per day, 7 days per week, with tapes archived for at least 6 months.
- (d) Armed, uniformed security officer on duty at press location during printing process.

- (e) Secured area provided for storage of paper, manufacture of documents, and warehousing of finished products. All authorized persons working in, entering, or leaving the secured areas monitored by the security officer.
- (f) All plates and make-ready material stored in locked vault. During set-up, make-ready forms and all press spoilage placed in locked scrap box in the press area. When full, contents of the locked scrap box shredded under bonded supervision.

ACCOUNT REPRESENTATIVE: This representative will meet with PENNDOT staff as needed to discuss contract requirements and to assist in the development and revision of contract items. Representative must schedule meeting with PENNDOT immediately upon receipt of each CPO to discuss form layout and security features. Meetings will take place at least once for each issuance of a CPO. The successful Contractor, upon notification of award, must provide the name, title and telephone number of the representative.

PRESSWORK: All work performed in a thorough, accurate, and first-class manner. Presswork of first grade, producing clear, crisp, clean, sharp impressions. Finished forms free of all defects in paper and printing that may degrade the appearance, performance, and serviceability. Ink coverage full and uniform, free from grayness, pin points, feathering or other imperfections. PMS colored inks are required.

AUTHOR'S ALTERATIONS: Contractor compensated for major author's alterations made after proofs are received, at the rate of twenty-five dollars (\$25.00) per hour, for all alterations authorized by PENNDOT in writing. Major alterations are defined as those requiring significant copy and/format changes. For minor alterations or corrections due to Contractor error, charges will not apply. Contractor must, upon request by PENNDOT, furnish evidence to substantiate the alteration charges, and must make its records accessible to the Commonwealth for audit and investigation.

COMPOSITION: See Printing Specification sheets for each form for details. The contract prices shall cover all composition costs. No separate composition charges are allowed for this contract.

PACKAGING: Pack in cartons not to exceed forty (40) lbs.). Boxes packed to allow no shifting of contents. Mark the outside of each carton with the CPO number, form number and the quantity per carton. Number each carton consecutively starting with one (1) and indicate starting and ending numbers of the forms packed therein. Palletize per attached Packing, Palletizing and Banding Specifications (OS-300). Place boxes on skids with the lowest numbers on top.

No more than one break per carton is allowed. All cartons where paper breaks occur mark and "flag" the break locations on the outside of the carton. **Do not tape breaks.**

SECURITY TAPE: Seal cartons top and bottom, and up to 4 inches down the sides, with a 2-ply security tape with a custom printed, ballpoint ink-receptive, non-smear surface outer band which, if removal is attempted, will result in the activation of a blind message indicating that an attempt to open the sealed carton has occurred. The activation of the seal reveals the formerly blind message in 2 forms: 1) a permanent, residual solid type remaining on the carton while 2) the back of the outer band reveals the same message in open-face type. Once the message is activated, the seals cannot be reassembled to hide intrusion. Print the outer band with a cautionary phrase plus an area for date, signature and the sequential numbers involved. The residual message is a notice of intrusion such as, "If seal is broken, tampering may have occurred". Lesser security tapes such as those leaving a message printed on a polyester liner affixed to the carton are unacceptable due to the potential to remove said liner from carton and reseal with no visible sign of intrusion.

PROOFS: Color proofs required in triplicate with all colors in register to assure valid edit. In addition, two (2) color-copier proofs furnished to check accuracy of screens. Proofs of both formats provided no later than ten (10) business days after receipt of purchase order.

PRODUCTION: Contractor must notify PENNDOT 48 hours in advance of scheduled press time so that at PENNDOT's discretion an agency representative(s) is present during printing,.

DELIVERY: Orders delivered within forty-five (45) business days after final proof approval, unless otherwise specifically agreed to by the Contractor and PENNDOT. In the event an earlier delivery date is requested, the Contractor shall use "best efforts" to supply items in a shorter timeframe.

Contractor must verbally notify PENNDOT of each delivery 24 hours in advance of the delivery date; a telephone call is required to PENNDOT on day of delivery, giving the approximate delivery time (within 2 hours); name of contact person and telephone number will be provided to successful Contractor.

Finished forms shipped via a secured carrier in a locked and sealed truck with return receipts. Seal NOT broken except in the presence of authorized PENNDOT, Bureau of Motor Vehicles personnel. Failure to enforce this requirement will result in entire delivery being rejected and returned to contractor at contractor's expense.

SHIPPING/STORAGE COSTS: The contract unit prices cover all costs of shipment FOB destination including local cartage and any other costs of inside delivery.

MATERIALS: Upon expiration of the contract, all printing plates are destroyed under supervision. Camera copies, negatives and artwork are the property of PENNDOT and returned within five (5) business days after contract expiration.

INVOICING: Contractor may invoice for each CPO as completed. Provide invoices in triplicate, and shall show item numbers, quantities and unit price as per the contract. Proofs of delivery signed by PENNDOT authorized personnel must accompany invoices. Contractor is required to mail, as samples, the last five (5) consecutively numbered forms, via Registered First Class Mail or bonded courier, for inspection and approval before invoices are paid. Mailing address provided to successful Contractor upon award of contract. <u>NOTE</u> – Include Contractor's federal identification number on all invoices. Failure to include the federal identification number may unnecessarily delay payment.

CERTIFICATE OF TITLE (MV-4) ORDERS: Average yearly usage is four (4) million; orders are normally placed for an approximate six (6) month supply. No over or under runs are accepted unless authorized in writing by PENNDOT. Contractor may NOT print in larger quantities and warehouse. For each order, PENNDOT may require Contractor to provide special packaging for up to 50,000 Titles (see below) as well as provide up to 5,000 Specimen Titles (see below), at PENNDOT's discretion.

MV-4 SPECIMENS: Print or punch the word "SPECIMEN" thereon. Contractor must ship so that receipt by PENNDOT occurs at least 24 hours in advance of the main shipment, via bonded courier. Delivery address provided to successful Contractor. Details on sequential numbering are included in the MV-4 Printing Specification sheet.

MV-4 SPECIAL PACKAGING: These forms poly-wrapped 200 per pack and cartonized 1,000 per carton. Each poly-wrapped pack must have a label affixed that indicates the starting and ending number series for that pack. These forms are from the beginning of the press run so they contain the lowest numbers in the sequential number series.

CERTIFICATE OF SALVAGE (MV-5) ORDERS: Average yearly usage is 300,000; orders are normally placed for an approximate year's supply. No over or under runs are accepted unless authorized in writing by PENNDOT. Contractor may NOT print in larger quantities and warehouse. For each order, PENNDOT may require Contractor to provide up to 2,500 Specimen Salvage Certificates, at PENNDOT's discretion.

MV-5 SPECIMENS: Print or punch the word "SPECIMEN" thereon. Contractor must ship so that receipt by PENNDOT occurs at least 24 hours in advance of the main shipment, via bonded courier. Delivery address provided to successful Contractor. Details on sequential numbering are included in the MV-5 Printing Specification sheet.

	ORIGINAL Page 1 / 1 Contract Number: 4600005428 Creation Date: 10/06/2003			
All using Agencies of the Commonwealth, Political Subdivision, Authorities, Private Colleges and Universities	Purchasing Agent: Name: Terry Rohrer Phone: 717-787-5180 Fax: 717-783-6241 E-mail: trohrer@state.pa.us Valid from/to: 11/01/2003 - 10/31/2005			
Your vendor number with us: 104188	Please Deliver To:			
Vendor Name/Address: MOORE WALLACE NORTH AMERICA INC 2401 PARK DR STE 100 HARRISBURG PA 17110-9303	*** TBD AT TIME OF PURCHASE ORDER *** *** UNLESS SPECIFIED BELOW ***			
Vendor Fax Number: 717-652-2473				
Your Quotation: Date: Collective No.: CN00004977 Our Quotation: 6000025068	Payment Terms: NET 30			
The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.				
Item Description Material/Service No. Quantity UOM	Price Per Unit TOTAL			
00010 FORM,CERTIFICATE OF TITLE 282952 0 thou	40.49 thou 0.00			
00020 FORM,CERTIFICATE OF SALVAGE 282953 0 thou	27.39 thou 0.00			
SUPPLEMENTAL Header text	INFORMATION			

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

<u>999,999,999.00</u> ***ESTIMATED VALUE***

Contract Reference Number: 0072-01 Collective Number: CN00004977 SAP Contract Number: 4600005428 Change Number: 1 Change Effective Date: 06/22/05

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF GENERAL SERVICES HARRISBURG

For:PA Department of TransportationSubject:Certificates of Title and SalvageContract Period:Effective date of November 1, 2003 and Expiration date of October 31, 2005Commodity Specialist:Lori Vessella/yl1 – 717-705-5794 or LVessella@state.pa.us

COMMODITY SPECIALIST NAME CHANGE:

The Commodity Specialist name has changed for this contract. The new commodity specialist is Lori Vessella, phone 717-705-5794, e-mail <u>lvessella@state.pa.us</u>

Contract Reference Number: 0072-01 Collective Number: CN00004977 SAP Contract Number: 4600005428 Change Number: 2 Change Effective Date: 06/24/05

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF GENERAL SERVICES HARRISBURG

For:PA Department of TransportationSubject:Certificates of Title and SalvageContract Period:Effective date of November 1, 2003 and Expiration date of October 31, 2005Commodity Specialist:Lori Vessella/yl1 – 717-705-5794 or LVessella@state.pa.us

CONTRACT RENEWAL:

In accordance with the "Option To Renew" clause and by mutual consent of the awarded contractor, the Commonwealth is hereby renewing the referenced contract for a period of one year (1), beginning November 1, 2005 and ending October 31, 2006, with two renewals remaining. A new performance bond or a rider supplementing the original bond is required. Contractor is current with the Contractor's Responsibility Program

Contract Reference Number: 0072-01 Collective Number: CN00004977 SAP Contract Number: 4600005428 Change Number: 3 Change Effective Date : 06/15/06

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF GENERAL SERVICES HARRISBURG

For:	PA Department of Transportation
Subject:	Certificates of Title and Salvage
Contract Period:	Effective date of November 1, 2003 and Expiration date of October 31, 2005
	(Renewed through October 31, 2006)
Buyer Name:	Bill Tauriello/717-346-2680- Buyer YI1
Buyer E-mail:	wtauriello@state.pa.us

CHANGE SUMMARY: Contract Reassignment

The following contract has been reassigned to Bill Tauriello, Commodity Specialist. His phone number is (717) 346-2680 and e-mail is <u>wtauriello@state.pa.us</u>.

Contract Reference Number: 0072-01 Collective Number: CN00004977 SAP Contract Number: 4600005428 Change Number: 4 Change Effective Date : 11/01/06

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF GENERAL SERVICES HARRISBURG

For:	PA Department of Transportation	
Subject:	Option to Renew Certificates of Title and Salvage	
Contract Period:	Effective date of November 1, 2003 and Expiration date of October 31, 2005	
	Commodity Specialist: Bill Tauriello / YI1 – 717-346-2680 or wtauriello@state.pa.us	

CONTRACT RENEWAL:

In accordance with the "Option to Renew" clause of Contract #0072-01, the contract is hereby being renewed for an additional one (1) year term, beginning November 1, 2006 through October 31, 2007.

Contract Reference Number:0072-01Collective Number:CN00004977SAP Contract Number:4600005428Change Number:5Change Effective Date :August 31, 2007

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF GENERAL SERVICES HARRISBURG

For:	PA Department of Transportation
Subject:	Certificates of Title and Salvage
Contract Period:	Effective date of November 1, 2003 and Expiration date of October 31, 2005 (Renewed through October 31, 2008)
Buyer Name:	Robert Marason, Associate Commodity Manager (717) 703-2948
Buyer Email:	rmarason@state.pa.us

CHANGE SUMMARY;

In accordance with the "Option to Renew" clause of Contract #0072-01, the contract is hereby being renewed for an additional one (1) year term, beginning November 1, 2007 through October 31, 2008.

Contract Reference Number:0072-01Collective Number:CN00004977SAP/SRM Contract Number:4600005428Change Number:6Change Effective Date :11/19/2007

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF GENERAL SERVICES HARRISBURG

For:	PA Department of Transportation
Subject:	Certificates of Title and Salvage
Contract Period:	Effective date of November 1, 2003 and Expiration date of October 31, 2005 (Renewed through October 31, 2008)
Buyer Name:	Toniann Noss 717) 783-2090
Buyer Email:	tnoss@state.pa.us

CHANGE SUMMARY; Contract Reassignment

This contract has been reassigned to Toniann Noss, Commodity Specialist. Her phone number is (717) 783-2090 and email is tnoss@state.pa.us.