

# Overview for Contract

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

DESCRIPTION
<p><b>7350-11 Plasticware for Food</b></p> <p><b>Combination of three previous contracts:</b>  <b>7350-09 Cups and Lids</b>  <b>7350-04 Trays, Insulated with Covers</b>  <b>7350-07 Serviceware/Flatware</b></p>

CONTRACT INFO	
Contract Number & Title	<b>7350-11 Plasticware for Food</b>
Number of Suppliers	<b>5</b>
Validity Period	<b>3/1/2007 through 2/28/2007 with 3 - 1 year options to renew.</b>
DGS Point of Contact	<b>Pam Gabriel</b>
Contact Phone #	<b>(717)346-3822</b>
Email	<a href="mailto:pgabriel@state.pa.us">pgabriel@state.pa.us</a>

PRICING HIGHLIGHTS
<p>▶</p>

PROCESS TO PURCHASE			
Statewide Contract			
ALL ORDERS TO BE GENERATED THROUGH SAP			
Minimum Order \$250.00			
<u>SAP #</u>	<u>Suppler</u>	<u>Supplier #</u>	<u>Point of Contact</u>
4600011157	Jones Zylon	160964	Vince Fantin 800-848-8160
4600011158	Xpedx	102361	Kim Sowers 717-612-3111
4600011356	Design Specialties	101273	Bill Remus 800-999-1584
4600011167	Aladdin Temp Rite	101159	Amanda Wilson 800-888-8018
4600011234	Plastocon	163826	Jerry Marks 703-361-9717

## **SPECIAL CONTRACT TERMS AND CONDITIONS**

**CONTRACT SCOPE/OVERVIEW:** This Contract, known as 7350-11, (identified here and in the other documents as the "Contract") will cover the requirements of Commonwealth agencies for Cups and Lids, Flatware/Serviceware and Insulated Trays with Covers. The provided quantities are estimated annual usages.

### **METHOD OF AWARD**

The Department of General Services has the option of awarding this contract by line item, by manufacturer or by lot number.

**ORDER OF PRECEDENCE:** 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 March 1, 2007 and expire on February 28, 2008.

**ITEM PRICING:** Contractor shall furnish the items contained in this contract as fixed pricing for the length of this contract

**OPTION TO EXTEND:** 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 TO RENEW:** The contract(s) or any part of the contract(s) may be renewed for three (3) additional one year terms by mutual agreement between the Commonwealth and the contractor(s). If the contract(s) is renewed, the same terms and conditions shall apply.

**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.

**SUPPLY IDENTIFICATION NUMBER:** Each item shown on the Purchase Order must be identified by its complete supply number.

**MINIMUM ORDER:** The minimum order qualifying for F.O.B. delivered prices shall be \$250.00

**DELIVERIES:** All articles ordered from this contract shall be delivered within a window of 5 days early and 0 days late from the specified delivery date.

**ORDER FILL RATE:** Order fill rates will be maintained at 95% or greater. Order fill rate will be defined as “the total number of items on an order filled completely and delivered within the delivery timeframe divided by the total number of items on an order.” Upon request from the Department of General services the contractor is responsible for providing corrective action per each incident of failure to maintain required fill rate of 95%. Should a contractor consistently fail to meet this fill rate without acceptable corrective action, the contractor will be deemed irresponsible, and the contract may be cancelled.

**PACKING AND MARKINGS:** Each unit container shall be marked clearly with the name of the contents, the quantity contained therein, the commodity code number, and the manufacturer’s name and/or trademark and address. Should a packaging change occur to an awarded item during the life of the contract, the buyer must be notified.

**SAMPLES MAY BE REQUIRED:** Vendor may be required to submit samples. If samples are required, bidders will be notified to label them with their name, the requisition/contract number, item number, and opening date and send them prepaid to address as designated at time of notification. The outside of the sample package must show the vendor’s name and the contract number. Failure to furnish the required samples to this location within the time period specified in the notification to submit samples may be cause for termination of the contract. After evaluation, samples submitted may be returned; transportation charges collect, upon written request. Otherwise the samples will be disposed of at the discretion of the Commonwealth 60 days after bid opening.

**REFERENCES:** The Commonwealth has the right to request supplier references from current customers if deemed necessary

**COSTARS Purchasers.** Section 1902 of Act 57 of May 15, 1998, as amended by Act 142 of December 3, 2002, 62 Pa.C.S, Section 1902, authorizes local public procurement units and state-affiliated entities (together, “COSTARS Purchasers”) within the Commonwealth of Pennsylvania to participate in Commonwealth contracts for supplies, services, or construction that the Department of General Services (“DGS”) chooses to make available to COSTARS Purchasers. DGS has identified this Contract as a contract that will be made available for COSTARS Purchasers.

A "local public procurement unit" is defined as:

- Any political subdivision;
- Any public authority;
- Any tax exempt, nonprofit educational or public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency.

b. Only those COSTARS Purchasers registered with DGS may purchase from a DGS contract. Any qualified entity not presently registered and wishing to participate in the COSTARS Program may register at any time by either completing a one-time, online registration on the DGS COSTARS Website at [www.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars) or completing and returning a one-time Registration Form to the address below. Currently, there are several thousand registered COSTARS Purchasers. To view a list of the registered entities, please visit the website.

c. COSTARS Purchasers have the option to purchase from a DGS Statewide Contract with awarded contractor(s) for Commonwealth agencies' use, from any DGS cooperative procurement contract established exclusively for COSTARS Purchasers in accordance with the requirements of Act 77 of 2004, amending Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospective COSTARS Purchaser will place an order under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.

d. Registered COSTARS Purchasers electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.

**Third Party Beneficiaries.** DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who elect to participate in this contract and issue orders to the contractor(s) are third party beneficiaries who have the right to sue and be

sued for breach of the contract without joining the Commonwealth or DGS as a party.

**Quarterly Sales Report.** The Contractor shall furnish to the DGS COSTARS Program Office an electronic contract use report, preferably in Excel spreadsheet form, no later than the fifteenth calendar day after each quarter in the contract period, detailing the Contract purchasing activity.

a. The Contractor shall e-mail the reports to [GS-PACostars@state.pa.us](mailto:GS-PACostars@state.pa.us) or send the reports on compact disc via US Postal Service to the address below.

b. On each report, the Contractor shall include the Contractor's name and address, the Contract number, and the period covered by the report. The Contractor should list as much as the following information as possible on the report for each order received:

- Registered COSTARS Purchaser
- Material Code (UNSPSC)
- Item Description
- Quantity
- Unit Price
- Total Price
- Delivery Date

c. Failure to provide the Quarterly Sales Report in the specified time may result in suspension of activities with the COSTARS Program.

**Inquiries.** Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at [www.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars). Direct all questions concerning the COSTARS Program to:

Commonwealth of Pennsylvania  
Department of General Services  
COSTARS Program  
Room 414 North Office Building  
Commonwealth Avenue & North Street  
Harrisburg, PA 17125

Or

P. O. Box 1365  
Harrisburg, PA 17105-8365

Telephone: 1-866-768-7827  
E-mail [GS-PACostars@state.pa.us](mailto:GS-PACostars@state.pa.us)

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**If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Purchasers who elect to participate in the contract?**

**Please Answer:                    YES \_\_\_\_\_ NO \_\_\_\_\_**

**INQUIRIES:** Direct all questions concerning this proposal to the appropriate buyer named herein:

Pam Gabriel  
BUREAU OF PROCURMENT  
555 Walnut Street  
Forum Place 6<sup>th</sup> Floor  
HARRISBURG PA 17101-1914  
TELEPHONE #: 717-346-3822  
pgabriel@state.pa.us

**STANDARD CONTRACT  
TERMS AND CONDITIONS  
FOR DEPARTMENT OF GENERAL SERVICES  
STATEWIDE CONTRACTS FOR SUPPLIES - SAP**

**1. TERM OF CONTRACT**

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

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

The fully executed Contract shall not contain "ink" signatures by the Commonwealth. The Contractor understands and agrees that the receipt of an electronically-printed Contract with the printed name of the Commonwealth purchasing agent constitutes a binding, valid contract with the Commonwealth. The printed name of the purchasing agent on the Contract represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Contract. The printed name also represents that all approvals required by Commonwealth contracting procedures have been obtained.

The Contractor shall not start performance until all of the following have occurred: a. the Effective Date has arrived; b. the Contractor has received a copy of the fully-executed Contract; and c. the Contractor has received a purchase order from a Commonwealth agency. The Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred before the Effective Date or before the Contractor receives a copy of the fully-executed Contract or before the Contractor has received a purchase order. Except as otherwise provided in Paragraph 3, 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 Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract, or any part of the Contract, for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new Contract.

**2. ESTIMATED QUANTITIES**

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase items covered under the Contract through a separate procurement procedure, whenever the Department of General Services deems it to be in the best interest of the Commonwealth.

**3. PURCHASE ORDERS**

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. Contractors are not permitted to accept purchase orders which require performance extended beyond those performance time periods specified in the Contract but in no event longer than ninety (90) days after the expiration date of the Contract period. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase orders will not include an "ink" signature by the Commonwealth. 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.

The Commonwealth and the Contractor specifically agree as follows:

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

Purchase orders under three thousand dollars (\$3,000) in total amount may also be made in person or by telephone using a Commonwealth Procurement VISA Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Procurement VISA card.

#### **4. INDEPENDENT CONTRACTOR**

In performing the obligations required by the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth.

#### **5. COMPLIANCE WITH LAW**

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

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

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

#### **7. POST-CONSUMER RECYCLED CONTENT**

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified in Exhibits A-1 through A-8 to these Standard Contract Terms and Conditions.

## 8. COMPENSATION/INVOICES

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Contract. All item(s) shall be delivered within the time period(s) specified in the Contract. The Contractor shall be compensated only for item(s) which are delivered and accepted by the Commonwealth.

Unless otherwise specified or unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by purchase order line item to the address referenced on the purchase order promptly after the item(s) are delivered. The invoice should include only amounts due under the purchase order. The purchase order number must be included on all invoices.

## 9. PAYMENT

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address on the contract purchase order, if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the item(s) 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 item(s) furnished by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the item(s) 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. The Commonwealth 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.

## 10. TAXES

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 2374001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

## 11. WARRANTY

The Contractor warrants that all item(s) furnished by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. The Contractor shall pass through to the Commonwealth the manufacturer's warranty for all parts or supplies provided under the Contract. The Contractor shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Commonwealth.

## 12. DELIVERY

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 Paragraph 20, all item(s) must be delivered within the time period specified on the contract purchase order. Time is of the essence and, in addition to any other remedies, the contract purchase order is subject to termination for failure to deliver as specified. Unless otherwise stated by the Contractor in its Bid or indicated in the Special Contract Terms and Conditions, delivery must be made within thirty (30) days after award of the Contract Purchase Order.

### **13. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY**

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of the item(s) or the process provided or used in the performance of the purchase order 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 purchase order. 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 the item(s) 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 item(s) provided or used in the performance of the purchase order. If any of the item(s) provided by the Contractor are held in such suit or proceeding 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 item(s), replace them with noninfringement equal performance item(s) 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 is obtained contemporaneously with the infringing item(s), 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 item(s) of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less a reasonable amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

#### **14. OWNERSHIP RIGHTS**

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

#### **15. ASSIGNMENT OF ANTITRUST CLAIMS**

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the supplies and services which are the subject of the Contract.

#### **16. HOLD HARMLESS PROVISION**

The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

#### **17. AUDIT PROVISIONS**

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract.

The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

#### **18. INSPECTION AND REJECTION**

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 actual cost thereof to the Commonwealth.

#### **19. DEFAULT**

a. The Commonwealth may, subject to the provisions of Paragraph 20, Force Majeure, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Paragraph 21, Termination Provisions) the whole or any part of this Contract including a purchase order, for any of the following reasons:

- 1) Failure to deliver the awarded item(s) within the time specified in the Contract or contract purchase order or as otherwise specified;
- 2) Improper delivery;

- 3) Failure to provide an item(s) which is in conformance with the specifications referenced in the Invitation For Bids;
  - 4) Delivery of a defective item;
  - 5) Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification;
  - 6) Insolvency or bankruptcy;
  - 7) Assignment made for the benefit of creditors;
  - 8) Failure to protect, to repair, or to make good any damage or injury to property; or
  - 9) Breach of any provision of this Contract.
- b. In the event that the Commonwealth terminates this Contract in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, on item(s) 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 item(s) included within the terminated part of the Contract.
- c. If the Contract is terminated in whole or in part as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Department of General Services, such partially manufactured or delivered item(s) as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below, payment for any partially manufactured or delivered item(s) accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and the Commonwealth. The Commonwealth may withhold from amounts otherwise due the Contractor for such partially manufactured or delivered item(s), such sum as the Commonwealth determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in Paragraph 22, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

## **20. FORCE MAJEURE**

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect

either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract.

## 21. TERMINATION PROVISIONS

The Commonwealth has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a 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 purchase order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract or purchase order. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract for Contractor default under Paragraph 19, Default, upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a purchase order for other cause as specified in this Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a contract purchase order for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under the Subparagraph 21.a.

## 22. CONTRACT CONTROVERSIES

- 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.
- b. 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.

## 23. ASSIGNABILITY AND SUBCONTRACTING

- a. Subject to the terms and conditions of this Paragraph 23, 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 Department of General Services, which consent may be withheld at the sole and absolute discretion of the Department of General Services.
- 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 Department of General Services, which consent may be withheld at the sole and absolute discretion of the Department of General Services.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Department of General Services, assign its rights to payment to be received under the Contract or a contract purchase order, provided that the Contractor provides written notice of such assignment to the Buyer and the ordering Commonwealth agency together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.
- e. For the purposes of the Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Department of General Services 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.

**24. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of the Contract, Contractor agrees as follows:

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- c. The Contractor and subcontractors shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.

- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

## 25. CONTRACTOR INTEGRITY PROVISIONS

- a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
  - 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
  - 2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
  - 3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
  - 4) **Financial interest** means:
    - a) Ownership of more than a five percent interest in any business; or
    - b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
  - 5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
- d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
- e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
- g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

- h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
- j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
- k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

## **26. CONTRACTOR RESPONSIBILITY PROVISIONS**

- a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of the bid/contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- b. The Contractor must also certify, in writing, that as of the date of its execution of the bid/contract, it has no tax liabilities or other Commonwealth obligations.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> 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

**27. AMERICANS WITH DISABILITIES ACT**

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

**28. HAZARDOUS SUBSTANCES**

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

- a. Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):
  - 1) Hazardous substances:
    - a) The chemical name or common name,
    - b) A hazard warning, and
    - c) The name, address, and telephone number of the manufacturer.
  - 2) Hazardous mixtures:
    - a) The common name, but if none exists, then the trade name,
    - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
    - c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
    - d) A hazard warning, and
    - e) The name, address, and telephone number of the manufacturer.
  - 3) Single chemicals:
    - a) The chemical name or the common name,
    - b) A hazard warning, if appropriate, and
    - c) The name, address, and telephone number of the manufacturer.

- 4) Chemical Mixtures:
- a) The common name, but if none exists, then the trade name,
  - b) A hazard warning, if appropriate,
  - c) The name, address, and telephone number of the manufacturer, and
  - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

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

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

## **29. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract purchase order upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the contract purchase order without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **30. 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.

### 31. INTEGRATION

The RFQ - Invitation For Bids form and the Contract form, including all documents referenced on the forms, as well as the purchase orders constitute the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties or by a change order signed by the Commonwealth. All such amendments and change orders will be made using the appropriate Commonwealth form.

### 32. CHANGES

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 supply within the scope of the Contract; 3) to exercise an option to purchase or early payment option; 4) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 5) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by: a. the contracting officer shown on the Contract form, or b. the agency contracting officer for changes to purchase orders, by notifying the Contractor in writing. The change shall be effective as of the date of the notification of change, unless the change specifies a later effective date. Such increases, decreases, changes, modifications or exercises of purchase options will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the supply in accordance with the change. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Paragraph 22, "Contract Controversies".

EXHIBIT A-1

CONSTRUCTION PRODUCTS  
RECYCLED CONTENT

(A) **REQUIREMENT**

All construction products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Construction Products	Material	% of Post-Consumer Materials	% of Total Recovered Materials
Structural Fiberboard	Recovered Materials	-	80
Laminated Paperboard	Post-consumer Paper	100	-
Rock Wool Insulation	Slag	-	75
Fiberglass Insulation	Glass Cullet	-	20
Cellulose Insulation (loose-fill and spray-on)	Post-consumer Paper	75	-
Perlite Composite Board Insulation	Post-consumer Paper	23	-
Plastic Rigid Foam, Polyisocyanurate/ Polyurethane: Rigid Foam Insulation	Recovered Material	-	9
Foam-in-Place Insulation	Recovered Material	-	5
Glass Fiber Reinforced Insulation	Recovered Material	-	6
Phenolic Rigid Foam Insulation	Recovered Material	-	5
Floor Tiles (heavy duty/commercial use)	Rubber	90	-
	Plastic	-	90
Patio Blocks	Rubber or Rubber Blends	90	-
	Plastic or Plastic Blends	-	90
Polyester Carpet Fiber Face	Polyethylene terephthalate (PET) resin	25	-
Latex Paint: --Consolidated <sup>1</sup> --Reprocessed <sup>2</sup> ----White, Off-White, Pastel Colors ----Grey, Brown, Earthtones, and Other Dark Colors	Recovered Material	100	-
	Recovered Material	20	-
	Recovered Material	50	-
Shower and Restroom Dividers/Partitions:	Plastic	20	-
	Steel <sup>4</sup>	16	9
		67	33
Carpet Cushion: --Bonded Polyurethane --Jute --Synthetic Fibers --Rubber	Old Carpet Cushion	15	-
	Burlap	40	-
	Carpet Fabrication Scrap	-	100
	Tire Rubber	60	-
Railroad Grade Crossing Surfaces --Concrete --Rubber <sup>3</sup> --Steel <sup>4</sup>	Coal Fly Ash	-	15
	Tire Rubber	-	85
	Steel	16	9
		67	33

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

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

<sup>2</sup> Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceiling, and trim; gutterboards; and concrete, stucco, masonry, wood, and metal surfaces.

<sup>3</sup>The recommended recovered materials content for rubber railroad grade crossing surfaces are based on the weight of the raw materials, exclusive of any additives such as binders or additives

<sup>4</sup> The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the construction product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the construction product(s), to provide the Commonwealth with documentary evidence that the construction product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-2  
VEHICULAR PRODUCTS  
RECYCLED CONTENT

(A) **REQUIREMENT**

All vehicular products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Vehicular Product	Requirements
Re-Refined Oil	25% re-refined oil base stock for engine lubricating oils, hydraulic fluids, and gear oils.

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Re-refined oil" is oil that is manufactured with a minimum of twenty-five percent basestock made from used oil that has been recovered and processed to make it reusable as oil. Once the oil has been refined, no difference can be detected between re-refined and virgin oil.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the vehicular product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE REFERENCED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the vehicular product(s), to provide the Commonwealth with documentary evidence that the vehicular product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-3  
PAPER PRODUCTS  
RECYCLED CONTENT

(A) **REQUIREMENT**

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post-Consumer Content (%)
<b>Printing and Writing Papers</b>		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove Kraft, white and colored (including manila) Kraft, unbleached Excludes custom envelopes	30 10 10
Cotton fiber	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20

Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20
<b>Newsprint</b>		
Newsprint	Groundwood paper used in newspapers	20
<b>Commercial Sanitary Tissue Products</b>		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose industrial wipers	Used in cleaning and wiping applications	40
<b>Paperboard and Packaging Products</b>		
Corrugated containers (<300 psi) (300 psi)	Used for packaging and shipping a variety of goods	25 25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes "chipboard" pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5
<b>Miscellaneous Paper Products</b>		
Tray liners	Used to line food service trays. Often contain printed information.	50

"Post-consumer" content is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material."

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with "pre-consumer," "recovered," or "secondary" paper fiber.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

EXHIBIT A-4  
LANDSCAPING PRODUCTS  
RECYCLED CONTENT

(A) **REQUIREMENT**

All landscaping products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Landscaping Products	Recovered Material Content
Hydraulic Mulch: -----Paper -----Wood/Paper	100% (post-consumer) 100% (total)
Compost Made From Yard Trimmings and/or Food Waste	Purchase or use compost made from yard trimmings, leaves, grass clippings and/or food wastes for applications such as landscaping, seeding of grass or other plants, as nutritious mulch under trees and shrubs, and in erosion control and soil reclamation. DGS further recommends implementing a composting system for these materials when agencies have an adequate volume and sufficient space.
Garden Hose: -----Rubber and/or Plastic	60% (post-consumer)
Soaker Hose: -----Rubber and/or Plastic	60% (post-consumer)
Lawn and Garden Edging: -----Rubber and/or Plastic	30% (post-consumer)/30-100% (total)
Landscaping Timber and Posts: -----HDPE -----Mixed Plastics/Sawdust -----HDPE/Fiberglass -----Other mixed Resins	25% (post-consumer) + 50% (recovered) 50% (post-consumer) + 50% (recovered) 75% (post-consumer) + 20% (recovered) 50% (post-consumer) + 45% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the landscaping product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the landscaping product(s), to provide the Commonwealth with documentary evidence that the landscaping product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-5  
MISCELLANEOUS PRODUCTS  
RECYCLED CONTENT**

**(A) REQUIREMENT**

All miscellaneous products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Miscellaneous Products	Recovered Material Content
Awards and Plaques -----Glass -----Wood -----Paper -----Plastic and Plastic/Wood Composites	75% (post-consumer) + 25% (recovered) 100% (total) 40% (post-consumer) 50% (post-consumer) + 45% (recovered)
Industrial Drums -----Steel <sup>1</sup> -----Plastic (HDPE) -----Fiber (paper)	16% (post-consumer) + 9% (recovered) 30% (post-consumer) 100% (post-consumer)
Mats -----Rubber -----Plastic -----Rubber/Plastic Composite	75% (post-consumer) + 10% (recovered) 10% (post-consumer) + 90% (recovered) 100% (post-consumer)
Pallets -----Wood -----Plastic -----Thermoformed -----Paperboard	95% (post-consumer) 100% (post-consumer) 25% (post-consumer) 50% (post-consumer)
Signage -----Plastic -----Aluminum -----Plastic Sign Posts/Supports -----Steel Sign Posts/Supports <sup>2</sup>	80% (post-consumer) 25% (post-consumer) 80% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered)
Sorbents -----Paper -----Textiles -----Plastics -----Wood <sup>3</sup> -----Other Organics/Multimaterials <sup>4</sup>	90% (post-consumer) + 10% (recovered) 95% (post-consumer) 25% (total) 100% (total) 100% (total)
Manual-Grade Strapping -----Polyester -----Polypropylene -----Steel <sup>2</sup>	50% (post-consumer) 10% (total) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

<sup>1</sup>Steel used in steel drums is manufactured using the Basic Oxygen Furnace (BOF) process, which contains 25-30% total recovered material, of which 16% is post-consumer steel. Steel used in manual-grade strapping is manufactured using either the BOF process or the Electric Arc Furnace (EAF) process, which contains 100% total recovered materials, of which 67% is post-consumer steel.

<sup>2</sup> The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

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

<sup>4</sup> Examples of other organics include, but are not limited to, peanut hulls and corn stover. An example of multimaterial sorbents would include, but not be limited to, a polymer and cellulose fiber combination.

<sup>2</sup> The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the miscellaneous product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the miscellaneous product(s), to provide the Commonwealth with documentary evidence that the miscellaneous product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-6  
NONPAPER OFFICE PRODUCTS  
RECYCLED CONTENT

(A) **REQUIREMENT**

All nonpaper office products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Nonpaper Office Product	Recovered Material Content
Recycling Containers and Waste Receptacles: -----Plastic -----Steel <sup>1</sup> -----Paper -----Corrugated -----Solid Fiber Boxes -----Industrial Paperboard	20% (post-consumer) 16% (post-consumer) +9% (recovered)  25% (post-consumer) 40% (post-consumer) 40% (post-consumer) + 60% (recovered)
Plastic Desktop Accessories (polystyrene) including desk organizers, sorters, and trays, and memo, note, and pencil holders.	25% (post-consumer)
Binders: -----Plastic-Covered -----Paper-Covered -----Pressboard -----Solid Plastic -----HDPE -----PE -----PET -----Misc. Plastics	25% 75% (post-consumer) +15% (recovered) 20% (post-consumer) + 30% (recovered)  90% (post-consumer) 30% (post-consumer) 100% (post-consumer) 80% (post-consumer)
Trash Bags (plastic)	10% (post-consumer)
Toner Cartridges	Return used toner cartridges for remanufacturing and reuse or purchase a remanufactured or recycled-content replacement cartridge.
Printer Ribbons	Procure printer ribbon reinking or reloading services or procure reinked or reloaded printer ribbons.
Plastic Envelopes	25% (post-consumer)
Plastic Clipboards: -----HDPE -----PS -----Misc. Plastics	90% (post-consumer) 50% (post-consumer) 15% (post-consumer)
Plastic File Folders -----HDPE	90% (post-consumer)
Plastic Clip Portfolios -----HDPE	90% (post-consumer)
Plastic Presentation Folders -----HDPE	90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

<sup>1</sup> The recommended recovered materials content levels for steel in this table reflect the fact that the designated item is made from steel manufactured from in a Basic Oxygen Furnace (BOF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel.

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the nonpaper office products which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper, to provide the Commonwealth with documentary evidence that the nonpaper office product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-7  
PARK & RECREATION PRODUCTS  
RECYCLED CONTENT

(A) **REQUIREMENT**

All park and recreation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

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

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the park and recreational product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the park and recreational product(s), to provide the Commonwealth with documentary evidence that the park and recreational product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

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

<sup>2</sup> "Plastic" includes both single and mixed plastic resins. Park benches and picnic tables made with recovered plastic may also contain other recovered materials such as sawdust, wood, or fiberglass. The percentage of these materials contained in the product would also count toward the recovered materials content level of the item.

<sup>3</sup> The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (AF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

<sup>4</sup> Designation includes fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

EXHIBIT A-8  
TRANSPORTATION PRODUCTS  
RECYCLED CONTENT

(A) **REQUIREMENT**

All transportation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Transportation Products	Recovered Material Content <sup>1</sup>
Traffic Cones: ----Plastic (PVC and LDPE) ----Crumb Rubber	50% (recovered) 50% (recovered)
Traffic Barricades (type I and II only): ----Plastic (HDPE, LDPE, PET) ----Steel <sup>2</sup>  ----Fiberglass	80% (post-consumer) + 20% (recovered) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 100% (recovered)
Parking Stops: ----Plastic and/or Rubber ----Concrete Containing Coal Fly Ash  ----Concrete Containing Ground Granulated Blast Furnace Slag	100% (recovered) 20% (recovered) 15% when used as a partial cement replacement as an admixture in concrete. 25% (recovered)
Traffic Control Devices: ----Channelizers: -----Plastic -----Rubber (base only) ----Delineators: -----Plastic -----Rubber (base only) -----Steel (base only) <sup>2</sup>  ----Flexible Delineators	25% (post-consumer) 100% (post-consumer)  25% (post-consumer) 100% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 25% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the transportation product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the transportation product(s), to provide the Commonwealth with documentary evidence that the transportation product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

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

<sup>2</sup> The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

MANUFACTURER/MILL CERTIFICATION

(To be submitted with invoice for each order)

TO BE COMPLETED BY MANUFACTURER/MILL:

NAME OF MANUFACTURER/MILL: \_\_\_\_\_

ADDRESS OF MANUFACTURER/MILL: \_\_\_\_\_

FEDERAL EMPLOYER I.D. NO.: \_\_\_\_\_

CONTRACT OR REQUISITION NO. \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

ADDRESS OF CONTRACTOR: \_\_\_\_\_

Type of product(s) which the manufacturer/mill furnished to the contractor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATION: I, the undersigned officer of the above-named manufacturer/mill, do hereby certify that I am authorized to provide this certification on behalf of the above-named manufacturer/mill and that the type of product(s) listed above which my company furnished to the contractor named above for the referenced contract or purchase requisition, contained not less than \_\_\_\_\_% post-consumer materials and \_\_\_\_\_% recovered materials as those terms are defined in the invitation for bids. I understand that this document is subject to the provisions of the Unsworn Falsification of Authorities Act (18 P.S. Section 4904).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

**ORIGINAL** Page 1 of 5  
**Contract No. 4600011157**  
**Contract Original Approval Date: 01/30/2007**

**Purchasing Agent:**  
**Name:** Pam Gabriel  
**Phone:** 717-346-3822  
**Fax:** 717 346-3819

Valid from/to: 01/04/2007 - 03/31/2007

**Please Deliver To:**

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

**Your SAP Vendor Number With Us: 160964**

**Supplier Name/Address:**  
 THE JONES METAL PRODUCTS CO  
 DBA THE JONES ZYLON CO  
 PO Box 149  
 WEST LAFAYETTE OH 43845-0179  
 Supplier Telephone No: 800-848-8160-13  
 Supplier Fax No.: 740-545-6671

Your Quotation:                      Date:  
 Collective No.:  
 Our Quotation: 6000122617

**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	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	287145 LID,COPOLYMER,FITS MATERIAL#287144  <b>Item Text</b> Jones Zylon #ST-LID fits ST14 tray	0.00	Case	170.22	1 Case	0.00
20	287146 TRAY,COPOLYMER, 6COMPARTMENTS  <b>Item Text</b> Jones Zylon #PPST-28 TRAY, 6 compartment, withstands temperatures of -40° to 225° F copolymer	0.00	Case	71.76	1 Case	0.00

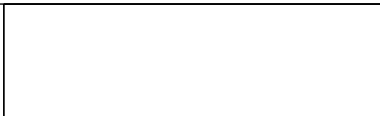
SEE LAST PAGE FOR ESTIMATED  
TOTAL VALUE INFORMATION



**ORIGINAL** Page 2 of 5  
**Contract No. 4600011157**  
**Contract Original Approval Date: 01/30/2007**

**Supplier Name:**  
THE JONES METAL PRODUCTS CO  
DBA THE JONES ZYLON CO

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
30	287147 LID,POLYCARBONATE, FOR MATERIAL#287146  <b>Item Text</b> Jones Zylon #PPST-LID LID,POLYCARBONATE, fits PPST-28 tray	0.00	Case	69.36	1 Case	0.00
40	287148 TRAY,POLYCARBONA TE,6COMPARTMENT  <b>Item Text</b> Jones Zylon #ST-28 TRAY,6 compartment, withstands temperatures of -40° to 225° F polycarbonate	0.00	Case	156.00	1 Case	0.00
50	287150 TRAY,COPOLYMER,7C OMPARTMENTS  <b>Item Text</b> Jones Zylon PPST-1570 TRAY,COPOLYMER, 7 compartments	0.00	Case	86.11	1 Case	0.00
60	287154 TRAY,COPOLYMR,3C MPETMNT,2RIBS  <b>Item Text</b> Jones Zylon PPST-9300 TRAY,3 compartment, copolymer, 2 rib design for added strength, dishwasher safe and microwave reheatable	0.00	Case	60.00	1 Case	0.00
70	287155 LID,COPOLYMER,FITS MATERIAL #287154  <b>Item Text</b> Jones Zylon PPJZL-9 LID,COPOLYMER for PPST-9300 tray	0.00	Case	45.06	1 Case	0.00
80	287158 TRAY,COPOLYMER,4C OMPARTMENT  <b>Item Text</b>	0.00	Case	60.00	1 Case	0.00





**ORIGINAL** Page 3 of 5  
**Contract No. 4600011157**  
**Contract Original Approval Date: 01/30/2007**

**Supplier Name:**  
THE JONES METAL PRODUCTS CO  
DBA THE JONES ZYLON CO

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
	Jones Zylon PPST-9400 TRAY,4 compartment tray, copolymer, dishwasher safe and microwave reheatable					
90	287152 TRAY,COPOLYMER,3C COMPARTMENT <b>Item Text</b> Jones Zylon SJT-15 TRAY,3 compartment, copolymer, withstands temperatures from -40° to 212° F	0.00	Case	67.56	1 Case	0.00
100	287153 TRAY,COPOLYMER,CA FESTYLE,DIMPLED BOTTOM <b>Item Text</b> Jones Zylon ST18 TRAY,COPOLYMER, cafeteria style, easy to grip edges and molded dimples on bottom of tray.	0.00	Case	127.65	1 Case	0.00
110	287160 TRAY,COPOLYMER,3C OMPARTMENT <b>Item Text</b> Jones Zylon JZCC-4200 TRAY,COPOLYMER, 3 compartment	0.00	Case	52.38	1 Case	0.00
120	287161 LID,COPOLYMER,FITS MATERIAL#287152 <b>Item Text</b> Jones Zylon JZCC-4200 LID LID,COPOLYMER, fits JZCC- 4200	0.00	Case	51.09	1 Case	0.00
130	287162 TRAY,POLYCARBONA TE,3COMPARTMENTS. <b>Item Text</b> Jones Zylon JZCC-4225 TRAY,POLYCARBONATE, 3 compartments	0.00	Case	82.95	1 Case	0.00





**ORIGINAL** Page 4 of 5  
**Contract No. 4600011157**  
**Contract Original Approval Date: 01/30/2007**

**Supplier Name:**  
THE JONES METAL PRODUCTS CO  
DBA THE JONES ZYLON CO

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
140	287163 LID,POLYCARBONATE, FITS MATERIAL#287162  <b>Item Text</b> Jones Zylon JZL-4225 LID LID,POLYCARBONATE, Fits Tray JZCC-4225	0.00	Case	76.49	1 Case	0.00
150	287164 TRAY,PLYCRBNT,3CM PRTMNT,LRG PORTION  <b>Item Text</b> Jones Zylon ZCC-5225 TRAY, POLYCARBONATE, 3 compartments, Used for serving larger portions	0.00	Case	97.74	1 Case	0.00
160	287165 LID,POLYCARBONATE, FITS MATERIAL#287164  <b>Item Text</b> Jones Zylon JZL-5225 LID LID,for JZCC-5225, polycarbonate	0.00	Case	67.88	1 Case	0.00
170	287166 TRAY,6CMPARTMNT,A IR- FILLD,REUSE&RCYCL BL  <b>Item Text</b> Jones Zylon PRTS-6000A TRAY, 6 compartments, air-filled reusable and recyclable, air tight sealed, break, chip, crack resistant, dishwasher safe, withstands temperatures from -40° to 212° F.	0.00	Case	158.73	1 Case	0.00
180	287167 TRAY,6CMPARTMNT,F OAM- FILLED,REUSE&RCYC LB  <b>Item Text</b>	0.00	Case	179.25	1 Case	0.00





**Supplier Name:**  
 THE JONES METAL PRODUCTS CO  
 DBA THE JONES ZYLON CO

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
	Jones Zylon PRTS-6000 TRAY,6 compartments, foam-filled, reusable and recyclable, ait tight sealed, break, chip, crack resistant, dishwasher safe, withstands temperatures from -40° to 212° F.					
190	287170 TRAY,6CMPRTMNT,RE USE&RCYCLBL,FOAM FILLED	0.00	Case	184.99	1 Case	0.00
	<b>Item Text</b> Jones Zylon PRTS-5000 TRAY, 6 compartments, reusable and recyclable, foam-filled, break, chip, crack resistant, withstands temperatures from -40° to 212° F.sealed air tight to eliminate water seepage, dishwasher safe					
200	141439 KNIFE,REUSE,W/STAN D TEMP UP TO 212°F	0.00	Case	38.88	1 Case	0.00
210	283329 SPORK, REUSE,WITHSTAND TEMP UP TO212°F	0.00	Case	49.68	1 Case	0.00
220	141442 SPOON,SOUP,REUSE, W/STAND TEMP UPTO212°F	0.00	Case	36.29	1 Case	0.00

**General Requirements for all Items:**

No futher information for this contract.

**Estimated Total Value  
Not Applicable**



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

**REPRINT** Page 1 of \*  
**Contract No. 4600011158**  
**Contract Original Approval Date: 01/30/2007**

**Purchasing Agent:**  
**Name:** Pam Gabriel  
**Phone:** 717-346-3822  
**Fax:** 717 346-3819

Valid from/to: 01/04/2007 - 02/28/2008

**Please Deliver To:**

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

**Your SAP Vendor Number With Us: 102381**

**Supplier Name/Address:**

INTERNATIONAL PAPER CO  
 DBA XPEDX  
 211 HOUSE AVE  
 CAMP HILL PA 17011-2306  
 Supplier Telephone No: 717-761-6064  
 Supplier Fax No.: 717-612-3105

Your Quotation:                      Date:  
 Collective No.:  
 Our Quotation: 6000122616

**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	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	109723 CUP,FOAM,PLASTIC,1 6OZ  <b>Item Text</b> Dart Container Corporation #16J16 Cup, Foam, Plastic 16oz xpedx item # 2025878 <b>Material PO Text</b>	0.00	Case	28.34	1 Case	0.00
20	109741 CUP,COLD,PLASTIC,DI SPOSABLE,9 OZ  <b>Item Text</b>	0.00	Case	42.26	1 Case	0.00

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TOTAL VALUE INFORMATION



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**Contract No. 4600011158**  
**Contract Original Approval Date: 01/30/2007**

**Supplier Name:**  
INTERNATIONAL PAPER CO  
DBA XPEDX

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
	Fabri-Kal® #RK9 CUP,COLD,PLASTIC,DISPOSABLE,9 OZ Cup 3-5/8" H Translucent xpedx item # 5002309 <b>Material PO Text</b>					
30	131315 CUP,WATER,FLAT,UN COATED,10,000/CS <b>Item Text</b> Westcavo #50211X CUP,WATER,FLAT,UNCOATED, 4oz WHT COLUMBIAN FLAT PAPER WATER CUP	0.00	Case	178.20	1 Case	0.00
40	141691 CUP,WATER,SMOOTH SIDE,ROLL RIM,5 OZ <b>Item Text</b> Solo® #52MD CUP,WATER,SMOOTH SIDE,ROLL RIM,5 OZ Two-Piece Flat-Bottom White xpedx item # 5054687	0.00	Case	54.80	1 Case	0.00
50	141692 CUP,EXPANDABLE PLOY,MED SQUAT,16 OZ <b>Item Text</b> Dart Container Corporation #16MJ20 CUP,EXPANDABLE PLOY,MED SQUAT,16 OZ Insulated White xpedx item # 2025106	0.00	Case	16.80	1 Case	0.00
60	141693 CUP,HOT,PAPER,PLAS TIC LINED,6 OZ <b>Item Text</b> Solo® #376MD CUP,HOT,PAPER,PLASTIC LINED,6 OZ Hot Cup White xpedx item # 5054669	0.00	Case	41.95	1 Case	0.00
70	141694 LID,SNAP OVER,6 OZ HOT CUP <b>Item Text</b>	0.00	Case	28.75	1 Case	0.00

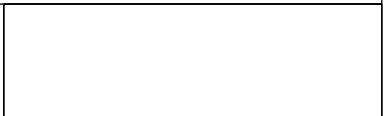




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**Contract No. 4600011158**  
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**Supplier Name:**  
INTERNATIONAL PAPER CO  
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Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
	Solo® #3-6RLID LID,SNAP OVER,6 OZ HOT CUP,VENTED Hot Cup Lid Vented White xpedx item # 2025794					
80	141695 CUP,HOT,PAPER,PLAS TIC LINED,8 OZ  <b>Item Text</b> MAUI #8HDC CUP,HOT,PAPER,PLASTIC LINED,8 OZ XPEDX# 5047680	0.00	Case	32.85	1 Case	0.00
90	141696 LID,SNAP OVER,8 OZ HOT CUP  <b>Item Text</b> MAUI #8HT LID,SNAP OVER,8 OZ HOT CUP WHT PLASTIC HOT CUP LID XPEDX #5203119	0.00	Case	17.20	1 Case	0.00
100	141697 CUP,FOAM PLASTIC,6 OZ  <b>Item Text</b> Dart Container Corporation #6J6 CUP,FOAM PLASTIC,6 OZ,INSULATED xpedx item # 2025883	0.00	Case	11.80	1 Case	0.00
110	141698 LID,PLASTIC,6 OZ CUP  <b>Item Text</b> Dart Container Corporation #6JL LID,PLASTIC,6 OZ CUP,VENTED White xpedx item # 2025729	0.00	Case	7.63	1 Case	0.00
120	141699 CUPS,FOAM PLASTIC,8 OZ	0.00	Case	13.84	1 Case	0.00





**Supplier Name:**  
INTERNATIONAL PAPER CO  
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Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
	<b>Item Text</b> Dart Container Corporation #8J8 CUPS,FOAM PLASTIC,8 OZ,INSULATED Small White xpedx item # 2025884					
130	141700 LID,PLASTIC,8 OZ CUP	0.00	Case	7.84	1 Case	0.00
	<b>Item Text</b> Dart Container Corporation #8JL drink Cup Lid Vented White xpedx item # 1225291					
140	141701 CUP,FOAM PLASTIC,10 OZ	0.00	Case	17.60	1 Case	0.00
	<b>Item Text</b> Dart Container Corporation #10J10 CUP,FOAM PLASTIC,10 OZ,INSULATED small White xpedx item # 2025875					
150	141702 LID,PLASTIC,10 OZ CUP	0.00	Case	8.89	1 Case	0.00
	<b>Item Text</b> Dart Container Corporation #10J10L LID,PLASTIC,10 OZ CUP,VENTED Drink Cup Lid Vented White XPEDX #2025717					
160	141703 CUP,FOAM PLASTIC,12OZ	0.00	Case	19.60	1 Case	0.00
	<b>Item Text</b> Dart Container Corporation #12J12 CUP,FOAM PLASTIC,12OZ,INSULATED small White xpedx item # 2025876					
170	141704 LID,PLASTIC,12 OZ CUP	0.00	Case	9.93	1 Case	0.00
	<b>Item Text</b>					





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**Supplier Name:**  
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Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
	Dart Container Corporation #12JL LID,PLASTIC,12 OZ CUP,VENTED Drink Cup Lid Vented White xpedx item # 2025715					
180	141705 LID,PLASTIC,W/SLOT,1 6 OZ CUP	0.00	Case	11.36	1 Case	0.00
	<b>Item Text</b> Dart Container Corporation #16SL LID,PLASTIC,W/SLOT,16 OZ CUP drink Cup Lid Straw-Slotted Translucent xpedx item # 2025720					
190	141706 CUP,MEDICINE,PLASTI C,EMB STD GRAD,1 OZ	0.00	Case	17.93	1 Case	0.00
	<b>Item Text</b> Dart Container Corporation #125PCG CUP,MEDICINE,PLAS,EMB STD GRAD,1.25 OZ 1.25oz GRADUATED TRANSLUCENT MEDICINE CUP XPEDX #5267754					
200	141707 CUP,SODA,FLAT,WAX ED,6 OZ	0.00	Case	75.83	1 Case	0.00
	<b>Item Text</b> Solo,R6NN CUP,SODA,FLAT,WAXED,6 OZ Cold Cup White xpedx item # 5223493					
210	141708 LID,SNAP ON,6 OZ SODA CUP	0.00	Case	47.25	1 Case	0.00
	<b>Item Text</b> Solo L6NN LID,SNAP ON,6 OZ SODA CUP,CLEAR Cold Cup Lid Straw Slot Clear xpedx item # 2133473					
220	141709 CUP,SOUFFLE,PORTI ON,PLEAT,UNCOAT,1 OZ	0.00	Case	26.74	1 Case	0.00





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**Supplier Name:**  
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Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
	<b>Item Text</b> Genpak® #F100 CUP,SOUFFLE,PORTION,PLEAT,UNCOAT,1 OZ ox Pleated, Convex Base White xpedx item # 2210792					
230	141710 CUP,SOUFFLE,PORTI ON,PLEAT,UNCOAT,1 .25OZ	0.00	Case	30.23	1 Case	0.00
	<b>Item Text</b> Genpak® #F125 CUP,SOUFFLE,PORTION,PLEAT,UNCOAT,1.25OZ pleated, Convex Base White xpedx item # 2210794					
240	141711 CUP,SOUFFLE,PORTI ON,PLEAT,UNCOAT,2 OZ	0.00	Case	34.88	1 Case	0.00
	<b>Item Text</b> Genpak® #F200 CUP,SOUFFLE,PORTION,PLEAT,UNCOAT,2 OZ Cup Box Pleated, Convex Base White xpedx item # 2210795					
250	141712 CUP,SOUFFLE,PORTI ON,PLEAT,UNCOAT,4 OZ	0.00	Case	50.00	1 Case	0.00
	<b>Item Text</b> Genpak® #F400 CUP,SOUFFLE,PORTION,PLEAT,UNCOAT,4 OZ Cup Box Pleated, Convex Base White xpedx item # 2210801					
260	141713 CUP,SOUFFLE,PORTI ON,PLEAT,UNCOAT,5. 25OZ	0.00	Case	62.79	1 Case	0.00
	<b>Item Text</b> Genpak® #F550 CUP,SOUFFLE,PORTION,PLEAT,UNCOAT,5.25OZ Cup Box Pleated, Convex Base White xpedx item # 2096846					





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DBA XPEDX

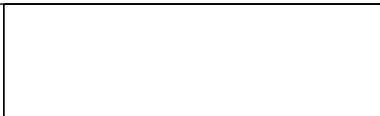
Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
270	141714 CUP,COLD,PLASTIC,DI SP,5 OZ,TRANSLUCENT <b>Item Text</b> Fabri-Kal® #RK5 CUP,COLD,PLASTIC,DISP,5 OZ,TRANSLUCENT Cup 2-7/8" H Translucent xpedx item # 5002306	0.00	Case	25.00	1 Case	0.00
280	141715 LID,PLASTIC,5 OZ COLD CUP,NON-VENTED <b>Item Text</b> Fabri-Kal® #L5NV LID,PLASTIC,5 OZ COLD CUP,NON-VENTED Cup Lid Non-Vented Translucent xpedx item # 1251185	0.00	Case	26.16	1 Case	0.00
290	141716 CUP,COLD,PLASTIC,DI SP,7 OZ,TRANSLUCENT <b>Item Text</b> Fabri-Kal® #RK7 CUP,COLD,PLASTIC,DISP,7 OZ,TRANSLUCENT Cup 3-3/8" H Translucent xpedx item # 5002308	0.00	Case	30.10	1 Case	0.00
300	141720 LID,PLASTIC,16 OZ CUP,VENTED <b>Item Text</b> Dart Container Corporation #20JL LID,PLASTIC,16 OZ CUP,VENTED TRANSLUCENT XPEDX #2025724	0.00	Case	13.95	1 Case	0.00
310	141721 CUP,IMPACT POLY,FLUTED,4 OZ,TRANSLUCENT <b>Item Text</b>	0.00	Case	59.72	1 Case	0.00





**Supplier Name:**  
INTERNATIONAL PAPER CO  
DBA XPEDX

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
	Fabri-Kal® #402 CUP,IMPACT POLY,FLUTED,4 OZ,TRANSLUCENT Juice Cup,Flat Rim 1.875" H xpedx item # 5065951					
320	141723 CUP,IMPACT STYRENE,JUICE,3 OZ,TRANS	0.00	Case	50.64	1 Case	0.00
	<b>Item Text</b> Fabri-Kal® #350 CUP,IMPACT STYRENE,JUICE,3 OZ,TRANSLUCENT Crisscross, Rolled Rim 1.668" H xpedx item # 5267702					
330	141724 LID,PLASTIC,TRANSLU CID,JUICE,SNAP ON	0.00	Case	32.38	1 Case	0.00
	<b>Item Text</b> Fabri-Kal® #1399 LID,PLASTIC,TRANSLUCID,JUICE,SNAP ON xpedx item # 2108974					
340	109946 KNIFE,PLASTIC,DISP, MED WT,NTRL COLOR	0.00	Case	7.00	1 Case	0.00
	<b>Item Text</b> Tyco Plastics KNIFES, DISPOSABLE weight - 25 grams min./10 pcs., length (min) 6-1/4", with blade serrated for minimum of 2 inches, 1,000/cs Flatware: Single service polypropylene plastic: medium weight; neutral color; plain design. Packing shall include a plastic case liner.					
	<b>Material PO Text</b>					
350	109947 FORK,PLASTIC,DISP,M ED WT,NTRL COLOR	0.00	Case	6.40	1 Case	0.00
	<b>Item Text</b> Tyco Plastics FORKS, DISPOSABLE LENGTH(MIN.) 6", weight - 21.0 grams min./10 pcs., length (min.) 6", Flatware: Single service polypropylene plastic: medium weight; neutral color; plain design. Packing shall include a plastic case liner.					
	<b>Material PO Text</b>					





**Supplier Name:**  
INTERNATIONAL PAPER CO  
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Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
360	109971 PLATE,PLASTIC,DISP, MED WT,NTRL COLOR  <b>Item Text</b> Dart Container Corporation #6PWC PLATE,DISPOSABLE dinner, 6" diameter nominal, minimum weight per 10 plates/35.0 grams, Items shall be constructed of foamed, high-heat polystyrene, with laminated plastic surfaces. Products shall be glossy. Bottoms must be flat or concave, not convex. All products shall be free of chips, slivers, splits, and distortions.	0.00	Case	11.80	1 Case	0.00
370	141437 TEASPOON,PLASTIC,D ISP MED WT,NTRL COLOR  <b>Item Text</b> Tyco Plastics TEASPOON, DISPOSABLE Teaspoon, weight 20.0 grams min./10 pcs., length (min.) 5-5/8" Flatware: Single service polypropylene plastic: medium weight; neutral color; plain design. Packing shall include a plastic case liner.	0.00	Case	6.40	1 Case	0.00
380	141438 SPOON,SOUP,PLSTC, DISP, MED WT,NTRL COLOR  <b>Item Text</b> Tyco Plastics SPOON,SOUP,DISPOSABLE Spoon, soup, weight - 21.0 grams min./10 pcs., length, (min.) 5-1/2", Single service polypropylene plastic: medium weight; neutral color; plain design. Packing shall include a plastic case liner.	0.00	Case	6.85	1 Case	0.00
390	141447 BOWL,UNLAMINATED, DISPOSABLE,,4-5OZ  <b>Item Text</b> Dart Container Corporation #5BWWC BOWL,DISPOSABLE 4-5OZ,UNLAMINATED FOAM WHT CONCORDE XPEDX #2025857	0.00	Case	14.60	1 Case	0.00
400	141449 "PLATE,DISP,COMPAR TMNT 8 5/16""TO9""DIA  <b>Item Text</b>	0.00	Case	11.80	1 Case	0.00





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 INTERNATIONAL PAPER CO  
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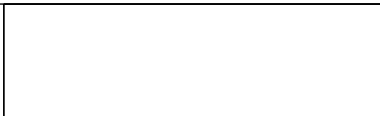
Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
Dart Container Corporation #9PWC PLATE, DISPOSABLE,COMPARTMENTED 8 5/16" to 9" diameter nominal, minimum weight per 10 plates/110.0 grams Items shall be constructed of foamed, high-heat polystyrene, with laminated plastic surfaces. Products shall be glossy. Bottoms must be flat or concave, not convex. All products shall be free of chips, slivers, splits, and distortions.						
410	141455 BOWL,PAPER 10-12OZ,PLASTICIZED	0.00	Case	37.50	1 Case	0.00
<b>Item Text</b> PACTIV #MC5-0012 BOWL,PAPER 10-12OZ,PLASTICIZED,MOLDED FIBRE						
420	141457 LID,4OZ BOWL	0.00	Case	81.28	1 Case	0.00
<b>Item Text</b> Dart Container Corporation #CL5BW LID, 4OZ,BOWL, PLASTICIZED CLR DINNER WARE DOME LID XPEDX #2145107						
430	141458 BOWL,DISPOSABLE,6 OZ	0.00	Case	22.01	1 Case	0.00
<b>Item Text</b> Dart Container Corporation #6B20 BOWL,DISPOSABLE,6OZ,WHT FOAM BOWL xpedx item # 2026461						
440	141459 LID,6OZ BOWL	0.00	Case	13.95	1 Case	0.00
<b>Item Text</b> LID,6OZ BOWL,TRANSLUCENT PLASTIC VENTED LID Dart Container Corporation #20JL XPEDX #2025724						
450	283311 TRAY,5 COMPARTMENT,DISP OSABLE	0.00	Case	18.45	1 Case	0.00
<b>Item Text</b> Pactiv #TH1-0500 TRAY,5 COMPARTMENT,DISPOSABLE,8-1/4x10-1/4White Cafeteria Tray School Lunch xpedx item # 2140496						



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Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
460	283312 TRAY,6 COMPARTMENT,DISP OSABLE  <b>Item Text</b> Pactiv #TH1-0601 TRAY,6 COMPARTMENT,DISPOSABLE,8-1/4x10-1/4White Cafeteria Tray School Lunch xpedx item # 2140495	0.00	Case	22.83	1 Case	0.00
470	283313 CUP,JUICE,4OZ,DISPO SABLE  <b>Item Text</b> Dart Container Corporation #5N25 CUP,JUICE,4OZ,DISPOSABLE,Translucent xpedx item # 2026338	0.00	Case	27.77	1 Case	0.00
480	283314 LID,4OZ CUP, DISPOSABLE  <b>Item Text</b> Dart Container Corporation #L7N25 LID,4OZ CUP, DISPOSABLE,Translucent xpedx item # 2025728	0.00	Case	28.25	1 Case	0.00
490	300902 LID,BOWL,STYROFOA M,10OZ  <b>Item Text</b> DART, CL128BW LID LID,10OZ STYROFOAM BOWL Xpedx #2026459	0.00	Case	93.63	1 Case	0.00
500	300903 BOWL,STYROFOAM,8 OZ  <b>Item Text</b> Dart Container Corporation 8B20 BOWL -BOWL,STYROFOAM,8OZ Xpedx #2026459	0.00	Case	24.55	1 Case	0.00





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**Supplier Name:**  
INTERNATIONAL PAPER CO  
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Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
510	300904 BOWL,STYROFOAM,10-12OZ	0.00	Case	13.47	1 Case	0.00
	<b>Item Text</b> Dart Container Corporation #12BWWC BOWL,STYROFOAM,10-12OZ Xpedx #2025850					

**General Requirements for all Items:**

No further information for this contract.

**Estimated Total Value  
Not Applicable**



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

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**Contract No. 4600011167**  
**Contract Original Approval Date: 01/30/2007**

**Purchasing Agent:**  
**Name:** Pam Gabriel  
**Phone:** 717-346-3822  
**Fax:** 717 346-3819

Valid from/to: 01/08/2007 - 02/28/2007

**Please Deliver To:**

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

**Your SAP Vendor Number With Us: 101159**

**Supplier Name/Address:**

ALADDIN TEMP RITE LLC  
 DBA TEMP RITE LLC  
 250 E MAIN ST  
 HENDERSONVILLE TN 37075-2521  
 Supplier Telephone No: 800-888-8018  
 Supplier Fax No.: 615-537-3709

Your Quotation:                      Date:  
 Collective No.:  
 Our Quotation: 6000122614

**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	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	141658 DISH,DESSERT,DISPO SABLE.  <b>Item Text</b> DISH,DESSERT,DISPOSABLE. Dim. 3.9" x x 3.4" x 1" - ALADDIN TEMP-RITE HC6R	0.00	Case	44.39	1 Case	0.00
20	141660 DISH,ENTREE,RECTA NG,2 CMPRTMENT,DSIP  <b>Item Text</b> DISH,ENTREE,RECTANG,2 compartments, disposable dim 7.6" x 5.1" x 1" ALADDIN TEMP-RITE HC9R	0.00	Case	32.40	1 Case	0.00

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**Supplier Name:**  
ALADDIN TEMP RITE LLC  
DBA TEMP RITE LLC

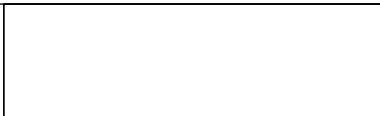
Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
30	141663 TRAY,SERVER,INSLTD 4CMPRTMNT1PCTRAY DESGN  <b>Item Text</b> TRAY, SERVER, Foam INSULATED, 4 compartment, walled cavities for reduced spillage, dim. 2.6" x 13.6" x 15" one piece tray design, heat or cold retention, ALADDIN TEMP-RITE L65	0.00	Case	269.00	1 Case	0.00
40	141664 COVER,TRAY,INSLTD ,FITS MATERIAL #141663  <b>Item Text</b> TRAY,COVER,INSULATED,TIVOLI III L67dim 2.6" x 13.6" x 15" ALADDIN TEMP-RITE L67, fits on ALADDIN TEMP-RITE L65 tray	0.00	Case	269.00	1 Case	0.00
50	141665 TRAY,SERVER,FOAM INSULATED,5CMPART MNT  <b>Item Text</b> TRAY,SERVER, foam INSULATED, 5 compartments, dim 1.8"x 13.4" x 20.6" walled cavities for reduced spillage and stationary design, ALADDIN TEMP-RITE S581P	0.00	Case	381.00	1 Case	0.00
60	109607 COVER,TRAY,FULL,FIT S MATERIAL #141665  <b>Item Text</b> TRAY,COVER,FULL,INSULATED dim 2.6" x 13.4" x 20.6" ALADDIN TEMP-RITE T583P, fits on ALADDIN TEMP-RITE S581P <b>Material PO Text</b>	0.00	Case	381.00	1 Case	0.00
70	141666 TRAY,COVER,PARTIAL ,INSULATED,SKANDIA  <b>Item Text</b> TRAY,COVER,PARTIAL, foam INSULATED, dim 2.3"x 13.2"x 14.6" 2 piece, ALADDIN TEMP-RITE T586P	0.00	Case	381.00	1 Case	0.00
80	141671 TRAY,SERVER,FOAM INSULATED,5 CMPRTMNT	0.00	Case	690.00	1 Case	0.00





**Supplier Name:**  
ALADDIN TEMP RITE LLC  
DBA TEMP RITE LLC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
	<b>Item Text</b> TRAY,SERVER,FOAM INSULATED,5 compartments, walled cavities for reduced spillage, dim. 1.1" x 12.8" x 21.4" ALADDIN TEMP-RITE II S206					
90	141672 COVER,TRAY,INSLTD, FITS MATERIAL #141671	0.00	Case	401.00	1 Case	0.00
	<b>Item Text</b> TRAY,COVER, Foam. INSULATED, fits ALADDIN Temp Rite S206, dim 2.8" x 2.8" x 18.7", ALADDIN TEMP-RITE II T608P					
100	141661 TRAY,SERVER,FOAM INSULATED, 5 CMPRTMNT	0.00	Case	397.50	1 Case	0.00
	<b>Item Text</b> TRAY,SERVER, FOAM INSULATED, 5 compartments, dim 1.8" x 14.7" x 18.6", large multi-use insulated side cavity, walled cavities for reduced spillage and stationary dish placement, ALADDIN TEMP-RITE S447P CENTURY II					
110	141662 COVER,TRAY,FOAM INSLATED FITS MAT#141661	0.00	Case	397.50	1 Case	0.00
	<b>Item Text</b> TRAY,COVER, foam INSULATED, fits ALADDIN temp rite S447P, dim 2.7" x 14.7" x 18.6" ALADDIN TEMP-RITE T448P CENTURY II					
120	141667 TRAY,SERVER,FOAM INSLDLPC TRAY 5CMPRTMN	0.00	Case	381.00	1 Case	0.00
	<b>Item Text</b> TRAY,SERVER, foam INSULATED, 1 piece tray concept, 5 compartments, dim. 2.6" x 12.6" x 19.3" ALADDIN TEMP-RITE COSMO I S442P					
130	141668 COVER,TRAY,FOAM INSLATED,FITS MAT#141667	0.00	Case	381.00	1 Case	0.00
	<b>Item Text</b> TRAY,COVER,FOAM INSULATED,fits ALADDIN tem Rite S442P, dim. 2.6" x 12.6" x 19.3" ALADDIN TEMP-RITE COSMO I T443P					





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**Contract No. 4600011167**  
**Contract Original Approval Date: 01/30/2007**

**Supplier Name:**  
ALADDIN TEMP RITE LLC  
DBA TEMP RITE LLC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
140	141669 TRAY,SERVER,FOAM INSLTD 2WING DESIGN6CAP  <b>Item Text</b> TRAY,SERVER, foam INSULATED, Two wing design, 6 capacity, dim. 1.6" x 12.7" x 19.3" ALADDIN TEMP RITE COSMO II S492P	0.00	Case	381.00	1 Case	0.00
150	141770 PUBLISHER,LANIER,L EASE 60 MO W/P OPT  <b>Item Text</b> TRAY,COVER,PARTIAL, FOAM INSULATED, FITS ALADDIN TEMP RITE S492P DIM 2.4" X 12.3" X 13.3" ALADDIN TEMP RITE T429P COSMO II	0.00	Each	381.00	1 Each	0.00
160	141683 BOWL,5OZ, SIZED FOR COLD ITEMS  <b>Item Text</b> BOWL,5OZ, sized for cold items, ALADDIN TEMP RITE TRADITIONAL 31764	0.00	Case	55.20	1 Case	0.00
170	141684 BOWL,8OZ,WIDE OPENING FOR EASY FILLING  <b>Item Text</b> BOWL,8OZ, wide opening for easy filling and eating, ALADDIN TEMP RITE TRADITIONAL 11946	0.00	Case	65.28	1 Case	0.00
180	141685 MUG,8OZ,THREE FINGER GRIP  <b>Item Text</b> MUG,8OZ,three finger grip for stability and comfort, ALADDIN TEMP RITE TRADITIONAL 11946	0.00	Case	57.60	1 Case	0.00
190	141686 BOWL,FULLY FOAM INSULATED,5OZ  <b>Item Text</b> BOWL,5OZ, fully foam insulated, dim 2.58" x 3.4" ALADDIN TEMP RITE ALLURE	0.00	Case	60.00	1 Case	0.00

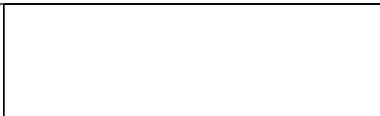




**REPRINT** Page 5 of 7  
**Contract No. 4600011167**  
**Contract Original Approval Date: 01/30/2007**

**Supplier Name:**  
ALADDIN TEMP RITE LLC  
DBA TEMP RITE LLC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
200	141687 BOWL,FULLY FOAM INSULATED,8OZ  <b>Item Text</b> BOWL,8OZ, fully foam insulated, dim 2.15" x 4.93 ALADDIN TEMP RITE ALLURE	0.00	Case	67.20	1 Case	0.00
210	141689 LID,BOWL/MUGS,5OZ- 8OZ  <b>Item Text</b> LID,5OZ BOWL/8OZ MUGS, ALADDIN TEMP RITE TRADITIONAL/ALLURE	0.00	Case	29.35	1 Case	0.00
220	141690 LID,BOWL,8OZ  <b>Item Text</b> LID,8OZ BOWL,ALADDIN TEMP RITE TRADITIONAL/ALLURE	0.00	Case	29.35	1 Case	0.00
230	283315 DISH,ENTREE,RECTA NG,1COMPT,DISPOSA BLE  <b>Item Text</b> DISH,ENTREE,RECTANG,1COMPT,DISPOSABLE, dim 5.1" x 3.9" ALADDIN TEMP RITE 96077	0.00	Case	29.70	1 Case	0.00
240	283317 DISH,SIDE,RECTANG,1 COMPT,DISPOSABLE  <b>Item Text</b> DISH,SIDE,RECTANG,1COMPT,DISPOSABLE dim 7.6" x 5.1" ALADDIN TEMP RITE 96079	0.00	Case	33.00	1 Case	0.00
250	109990 LID,10OZ BOWL,1M/CASE  <b>Item Text</b>	0.00	Case	54.03	1 Case	0.00





**Supplier Name:**  
ALADDIN TEMP RITE LLC  
DBA TEMP RITE LLC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
	<p>LID,10OZ BOWL,1M/CASE Lid, 10oz Bowl - Approx dimensions 4.9"x 3.8"x .03" Lids shall be made of polystyrene, have a plasticized finish and fit snugly on the appropriate counterpart.  ALADDIN TEMP-RITE #94298-HC-HH30  <b>Material PO Text</b></p>					
260	141446 BOWL,DISPOSABLE 10-12OZ	0.00	Case	45.02	1 Case	0.00
	<p><b>Item Text</b>  BOWL,DISPOSABLE 10-12OZ Bowl,Disposable,10-12oz Approx Dimensions 4.7"x3.7"x1.7". The bowl shall have capacity of approx 10 ounces (brim fill) and 8 ounces (normal fill) level. Inserts shall be made of Sarite  ALADDIN TEMP-RITE #94297 HCHH20</p>					
270	141460 BOWL,DISPOSABLE,8 OZ	0.00	Case	32.40	1 Case	0.00
	<p><b>Item Text</b>  BOWL,DISPOSABLE,8OZ Bowl,Disposable,8oz Approx dimensions 4.7"x3.7"x1.7". Inserts shall be made of polystyrene and have a textured finish and net in the appropriate section of the serve. Disposable dishes may be used for hot and cold food items without leakage.  ALADDIN TEMP-RITE #94265 - HC20</p>					
280	141462 LID,8OZ BOWL	0.00	Case	60.49	1 Case	0.00
	<p><b>Item Text</b>  LID,8OZ BOWL Lid, 8oz bowl. Approx dimensions 4.9"x3.8"x.3". Lids shall be made of a polystyrene and have a plasticized finish and fit snugly on the appropriate counterpart.  ALADDIN TEMP-RITE #94266 - HC-30</p>					
290	141470 DISH,ENTREE,2 COMPARTMENT DISPOSABLE	0.00	Case	74.91	1 Case	0.00
	<p><b>Item Text</b>  DISH,ENTREE,SARITE,2 COMPARTMENT Dish,Entrée,Sarite,2 Compartment Approx dimensions 7.6"x5.1"x1". Dimensions for the smaller compartment are 2.5"x5" and dimensions of the larger compartment. Inserts shall be made of Sarite (or equal) and nest in the appropriate section of the server. Disposable dishes may be used for hot and cold fold items without leakage. ALADDIN TEMP-RITE #94295 -HC-HH9</p>					
300	141474 CUP,JUICE,SQUAT,4O Z	0.00	Case	51.03	1 Case	0.00
	<p><b>Item Text</b></p>					





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**Contract No. 4600011167**  
**Contract Original Approval Date: 01/30/2007**

**Supplier Name:**  
ALADDIN TEMP RITE LLC  
DBA TEMP RITE LLC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
<p>CUP, JUICE, 4OZ, SQUAT Cup, Juice, 4oz. Squat Translucent, Approx dimensions 2.8" dia x 2.2". Hold approx 4 oz. Inserts shall be made of polystyrene and have a textured finish and net in the appropriate section of the serve. Must be or ALADDIN TEMP-RITE #96081 #HC-JC4R</p>						
310	141475 LID, CUP, JUICE, 4OZ	0.00	Case	45.00	1 Case	0.00
<p><b>Item Text</b>  LID, 4 OZ, JUICE CUP Lid, 4 oz Juice Cup Approx dimensions 2.8" dia v .02". Lids shall be made of a polystyrene and have a plasticized finish and fit snugly on the appropriate counterpart.  ALADDIN TEMP-RITE #94414 - HC-JC4L</p>						
320	252109 DISH, ENTREE, WHITE	0.00	Case	114.00	1 Case	0.00
<p><b>Item Text</b>  DISHES, ENTREE, ALACITE, WHITE, 24/CASE, B50 Dishes, Entrée, Alacite, White Approx Dimensions 7.8"x5.2"x1.4". Dishes shall be made of Alacite or equivalent, white in color. Dishes shall fit into the appropriate cavity of servers and covers. Dishes shall be capable of withstanding 180 degrees F. Temperatures in convection ovens and commercial dishmachines without damage. ALADDIN TEMP-RITE #B50</p>						
330	252110 DISH, SIDE, W/STAND UP TO 180° F	0.00	Case	107.04	1 Case	0.00
<p><b>Item Text</b>  DISHES, SIDE, 48/CASE, B-48 Dishes, Side, ZAPPROX Dimensions 4.9" x 3.7" x 1.3". Dishes shall be made of Alacite or equivalent, white in color. Dishes shall fit into the appropriate cavity of servers and covers. Dishes shall be capable of withstanding 180 degrees F. Temperatures in convection ovens and commercial dishmachines without damage.  ALADDIN TEMP-RITE #B48</p>						

**General Requirements for all Items:**

No further information for this contract.

**Estimated Total Value  
Not Applicable**



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

**REPRINT** Page 1 of 3  
**Contract No. 4600011234**  
**Contract Original Approval Date: 01/30/2007**

**Purchasing Agent:**  
**Name:** Pam Gabriel  
**Phone:** 717-346-3822  
**Fax:** 717 346-3819

Valid from/to: 01/25/2007 - 02/28/2008

**Please Deliver To:**

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

**Your SAP Vendor Number With Us: 163826**

**Supplier Name/Address:**

PLASTOCON INC  
 PO Box 83  
 OCONOMOWOC WI 53066-0083  
 USA  
 Supplier Telephone No: 414-569-3111-...  
 Supplier Fax No.:

Your Quotation:                      Date:  
 Collective No.:  
 Our Quotation: 6000127566

**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	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	141673 TRAY,INSULATED,INJECTION MOLDING,5CMPRTM	0.00	Case	180.00	1 Case	0.00
20	141674 LINER,TRAY,DISPOSABLE,	0.00	Case	182.00	1 Case	0.00
30	141675 BOWL,SOUP/CER,8 OZ,HI HEAT	0.00	Case	86.00	1 Case	0.00

SEE LAST PAGE FOR ESTIMATED  
TOTAL VALUE INFORMATION



**REPRINT** Page 2 of 3  
**Contract No. 4600011234**  
**Contract Original Approval Date: 01/30/2007**

**Supplier Name:**  
PLASTOCON INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
40	141676 BOWL,SOUP/CER,10 OZ	0.00	Case	83.72	1 Case	0.00
50	141677 LID,SOUP BOWL,DISPOSE,SERR ATED,8OZ	0.00	Case	41.15	1 Case	0.00
60	141678 LID,SOUP BOWL,DISPOSABLE,10 OZ	0.00	Case	43.16	1 Case	0.00
70	141679 CASSEROLE,LG INSERT,DISP,SECTION	0.00	Case	84.00	1 Case	0.00
80	141680 CASSEROLE,SM INSERT,DISP,SECTION	0.00	Case	90.00	1 Case	0.00
90	141681 TRAY,INSULATED,5CM PRTMNT,BTTM ONLY	0.00	Case	192.50	1 Case	0.00
100	283215 LID,DISPOSABLE, FOR MATERIAL #283214	0.00	Case	48.44	1 Case	0.00
110	283216 TRAY,CAFETERIA,6 COMPARTMENT	0.00	Case	117.00	1 Case	0.00
120	283211 TRAY,INSULATED,MO DEL#CHT-131,1PC STACK	0.00	Case	168.00	1 Case	0.00
130	283212 TRAY,INSULATED,MO DEL#CHT-13T,TOPS	0.00	Case	192.50	1 Case	0.00





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**Contract No. 4600011234**  
**Contract Original Approval Date: 01/30/2007**

**Supplier Name:**  
PLASTOCON INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
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**General Requirements for all Items:**

No further information for this contract.

**Estimated Total Value  
Not Applicable**



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

**REPRINT** Page 1 of 3  
**Contract No. 4600011356**  
**Contract Original Approval Date: 02/22/2007**

**Purchasing Agent:**  
**Name:** Pam Gabriel  
**Phone:** 717-346-3822  
**Fax:** 717 346-3819

Valid from/to: 03/01/2007 - 02/28/2008

**Please Deliver To:**

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

**Your SAP Vendor Number With Us: 101273**

**Supplier Name/Address:**

DESIGN SPECIALTIES INC  
 1890 DIXWELL AVE  
 HAMDEN CT 06514-3122  
 USA  
 Supplier Telephone No: 800-999-1584  
 Supplier Fax No.: 866-812-5794

Your Quotation:                      Date:  
 Collective No.:  
 Our Quotation: 6000128430

**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	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	141439 KNIFE,REUSE,W/STAN D TEMP UP TO 212°F	0.00	Case	39.00	1 Case	0.00
20	141440 FORK,REUSE,W/STAN D TEMP UP TO 212°F	0.00	Case	25.00	1 Case	0.00
30	141441 TEASPOON,REUSE,WI THSTAND TEMP UPTO212°F	0.00	Case	22.00	1 Case	0.00

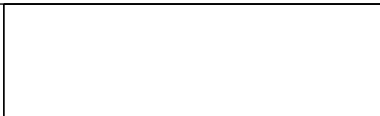
SEE LAST PAGE FOR ESTIMATED  
TOTAL VALUE INFORMATION



**REPRINT** Page 2 of 3  
**Contract No. 4600011356**  
**Contract Original Approval Date: 02/22/2007**

**Supplier Name:**  
DESIGN SPECIALTIES INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
40	141442 SPOON, SOUP, REUSE, W/STAND TEMP UPTO212°F	0.00	Case	37.00	1 Case	0.00
50	283329 SPORK, REUSE, WITHSTAND TEMP UP TO212°F	0.00	Case	34.56	1 Case	0.00
60	283213 TRAY, INSULATED, 4CO MPRTMNT, 1PIECE MOLDING	0.00	Case	132.00	1 Case	0.00
70	283214 MUG, POLY-PRO, 14OZ	0.00	Case	45.60	1 Case	0.00
80	283217 TUMBLER, POLYCARB ONATE, CLEAR, 8OZ	0.00	Case	26.16	1 Case	0.00
90	283218 TUMBLER, DISHWASH ER SAFE, CLEAR, 11OZ	0.00	Case	33.00	1 Case	0.00
100	283249 TRAY, INSULATED, 6CO MPARTMENTS	0.00	Case	320.00	1 Case	0.00
110	283250 LID, DOME, CLEAR, FITS MAT#283249	0.00	Case	81.60	1 Case	0.00
120	283251 LID, POLYCARBONTE, I NSLTD, FITS MAT#283250	0.00	Case	192.00	1 Case	0.00





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**Contract No. 4600011356**  
**Contract Original Approval Date: 02/22/2007**

**Supplier Name:**  
DESIGN SPECIALTIES INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
130	283252 TRAY,COPOLYMER,IN SULATED,5CMPRTMN T	0.00	Case	192.00	1 Case	0.00
140	283253 LID,COPOLYMERINSU LATED,FITS MAT#283252	0.00	Case	180.00	1 Case	0.00
150	283254 DISH,POLYCARBONAT E,3COMPARTMENTS,D IM	0.00	Case	120.00	1 Case	0.00
160	283255 DISH,COPOLYMER,3C OMPARTMENTS	0.00	Case	55.20	1 Case	0.00
170	283256 LID,COPOLYER,FITS MAT#283255	0.00	Case	81.60	1 Case	0.00
180	283257 TRAY,POLYCARBONA TE,7COMPARTMENTS	0.00	Case	116.40	1 Case	0.00

**General Requirements for all Items:**

No further information for this contract.

**Estimated Total Value  
Not Applicable**

Contract Reference Number: 7350-11  
Collective Number:  
SAP Contract Number:4600011158  
Change Number: 1  
Change Effective Date: **03-06-2007**

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

**For:** All using Agencies of the Commonwealth  
**Subject:** Containers for Food contract Xpedx  
**Contract Period:** Beginning 03-01-2007 and Ending 02-28-2008  
**Commodity Specialist Name: Pam Gabriel**  
(717) 346-3822  
pgabriel@state.pa.us

**CHANGE SUMMARY:** Change pricing on the following items:

<b>Line Number</b>	<b>Material Number</b>	<b>Description</b>	<b>Old Price</b>	<b>New Price</b>
20	109741	CUP,COLD,PLASTIC,DISPOSABLE,9 OZ	\$42.26	\$41.41
60	141693	CUP,HOT,PAPER,PLASTIC LINED,6 OZ	\$41.95	\$41.10
80	141695	CUP,HOT,PAPER,PLASTIC LINED,8 OZ	\$32.85	\$32.15

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 7350-11  
Collective Number:  
SRM/SAP Contract Number:4600011167  
Change Number: 2  
Change Effective Date: 12/18/2007

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

**For:** All using Agencies of the Commonwealth  
**Subject:** Aladdin Temp Rite – plasticware for food  
**Contract Period:** Beginning 03/01/2007 and Ending 02/28/2008  
**Commodity Specialist Name:** **Pam Gabriel**  
**(717) 346-3822**  
**pgabriel@state.pa.us**

**CHANGE SUMMARY: Add the following products to the contract**

- Material #246834 – Disposable entrée bowl casserole dish – new price is \$86.00/case, 1000/cs
- Material #257472 – Disposable lid for 246834 casserole dish – new prices is \$50.00/case, 1000/cs

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 7350-11  
Collective Number:  
SRM/SAP Contract Number: 4600011234  
4600011167  
4600011356  
4600011157  
Change Number: 3  
Change Effective Date: March 1, 2008

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

**For:** All using Agencies of the Commonwealth  
**Subject:** Containers for Food Contracts  
**Contract Period:** Beginning 03/01/2007 and Ending 02/28/2008 **extended to 02/28/2009**  
**Commodity Specialist Name:** Pam Gabriel  
[pgabriel@state.pa.us](mailto:pgabriel@state.pa.us)  
(717) 346-3822

**CHANGE SUMMARY:** The following contracts have been extended to 02/28/2009

<u>SAP</u>	<u>Supplier</u>
4600011234	Plastocon
4600011167	Aladdin Temp-Rite
4600011356	Design Specialties

The following contract **WILL NOT** be renewed:  
4600011157                      The Jones-Zylon Company

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 7350-11  
Collective Number:  
SRM/SAP Contract Number:4600011356  
Change Number: 4  
Change Effective Date: 02/26/2008

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

**For:** All using Agencies of the Commonwealth  
**Subject:** Design Specialties  
**Contract Period:** Beginning 03/01/2007 and Ending 02/28/2009  
**Commodity Specialist Name:** Pam Gabriel  
[pgabriel@state.pa.us](mailto:pgabriel@state.pa.us)  
(717) 346-3822

**CHANGE SUMMARY:** The following items were added to the contract:

<b>Material Number</b>	<b>Description</b>
317648	Tray, Polycarbonate, 5 compartments with flatware slot, Model #T506
317649	Lid for model #T506
317650	Tray, Copolymer, 5 compartments with flatware slot, Model #TP506
317651	Lid for Model # TP506

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 7350-11  
 Collective Number:  
 SRM/SAP Contract Number: 4600011158  
 Change Number: 5  
 Change Effective Date: 03/03/2008

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

**For:** All using Agencies of the Commonwealth  
**Subject:** Containers for Food Contract Xpedx  
**Contract Period:** Beginning 03/01/2007 and Ending 02/28/2008 extended to 02/28/2009  
**Commodity Specialist Name:** Pam Gabriel  
[pgabriel@state.pa.us](mailto:pgabriel@state.pa.us)  
 (717) 346-3822

**CHANGE SUMMARY:**

- Contract is extended to 02/28/2009
- Please see the following new prices:

Line #	MATERIAL #	ITEM DESCRIPTION	Old Price	New Price effective 3-3-2008
10	109723	DART 16oz WHT BIG DRINK FOAM CUP	\$ 28.34	\$ 32.02
20	109741	9508024 FABRI-KAL 9oz TRANSLUC PS PLASTIC RIGHT KUP COLD	\$ 41.41	\$ 43.07
30	131315	WESTVACO 4oz WHT COLUMBIAN FLAT PAPER WATER CUP	\$ 178.20	\$186.75
40	141691	SOLO 5oz MERIDIAN 2pc FLAT BOTTOM TREATED PAPER WATE	\$ 54.80	\$ 63.02
50	141692	DART 16oz WHT SQUAT FOAM FOOD CONTAINER	\$ 16.80	\$ 19.15
60	141693	SOLO 6oz MERIDIAN DESIGN POLY LINED PAPER HOT CUP	\$ 41.10	\$ 43.70
70	141694	SOLO 6oz HOT CUP WHT PLASTIC VENTED LID	\$ 28.75	\$ 33.22
80	141695	MAUI 8oz BURLAP & BEANS DESIGN PAPER HOT CUP	\$ 32.15	\$ 33.60
90	141696	MAUI 8oz WHT PLASTIC HOT CUP LID	\$ 17.20	\$ 18.06
100	141697	DART 6oz WHT HOT COLD FOAM CUP	\$ 11.80	\$ 13.25
110	141698	DART 6oz WHT VENTED LID	\$ 7.63	\$ 9.03
120	141699	DART 8oz WHT HOT COLD FOAM CUP	\$ 13.84	\$ 15.57
130	141700	DART WHT VENTED LID FOR 6,8,10 & 35oz CUPS & BOWL	\$ 7.84	\$ 9.25
140	141701	DART 10oz WHT FOAM HOT OR COLD CUP	\$ 17.60	\$ 19.89
150	141702	DART 10-12oz WHT VENTED LID	\$ 8.89	\$ 10.65
160	141703	DART 12oz SPACE SAVER WHT FOAM CUP	\$ 19.60	\$ 22.03
170	141704	DART 10-12-14oz WHT VENTED LID	\$ 9.93	\$ 11.72
180	141705	DART 16oz TRANSLUCENT STRAW SLOT LID	\$ 11.36	\$ 12.64

190	141706	DART 1.25oz GRADUATED TRANSLUCENT MEDICINE CUP	\$ 17.93	\$ 20.33
200	141707	SOLO 6oz MERIDIAN DESIGN WAXED PAPER COLD CUP	\$ 75.83	\$ 69.74
210	141708	SWEETHEART 6oz TRANSLUCENT PLASTIC STRAW SLOT LID	\$ 47.25	\$ 47.25
220	141709	GENPAK 1oz WHT PLEATED PAPER SOUFFLE CUP	\$ 26.74	\$ 27.81
230	141710	GENPAK 1.25oz WHT PLEATED PAPE SOUFFLE CUP	\$ 30.23	\$ 31.43
240	141711	GENPAK 2oz WHT PLEATED PAPER SOUFFLE CUP	\$ 34.88	\$ 36.27
250	141712	GENPAK 4oz WHT PLEATED PAPER SOUFFLE CUP	\$ 50.00	\$ 52.00
260	141713	GENPAK 5.5oz WHT PLEATED PAPER SOUFFLE CUP	\$ 62.79	\$ 65.80
270	141714	9508020 FABRI-KAL 5oz TRANSLUC PS PLASTIC RIGHT KUP COLD	\$ 25.00	\$ 26.00
280	141715	9500212 FABRI-KAL TRANSLUCENT PS PLAST RIGHT KUP NO VEN	\$ 26.16	\$ 28.24
290	141716	9508022 FABRI-KAL 7oz TRANSLUC PS PLASTIC RIGHT KUP COLD	\$ 30.10	\$ 31.30
300	141720	DART 20oz TRANSLUCENT PLASTIC VENTED LID	\$ 13.95	\$ 15.53
310	141721	4270018 FABRI-KAL 4.3oz TRANSL FLUTED PS PLASTIC JUICE C	\$ 59.72	\$ 62.59
320	141723	4270075 FABRI-KAL 3.5oz TRANSL CRISSCROSS PS PLASTIC JUI	\$ 50.64	\$ 53.07
330	141724	9500559 FABRI-KAL NAT PLASTIC SNAP-ON JUICE CUP LID	\$ 32.38	\$ 33.93
340	109946	JP WHT BULK MEDIUM WEIGHT ELIT PP KNIFE	\$ 7.00	\$ 7.68
350	109947	JP WHT BULK MEDIUM WEIGHT ELIT PP FORK	\$ 6.40	\$ 7.03
360	109971	DART 6" WHT CONCORDE UNLAMINATED FOAM PLATE	\$ 11.80	\$ 12.48
370	141437	JP WHT BULK MEDIUM WEIGHT ELIT PP TEASPOON	\$ 6.40	\$ 7.03
380	141438	JP WHT BULK MEDIUM WEIGHT ELIT PP SOUP SPOON	\$ 6.85	\$ 7.52
390	141447	DART 5oz WHT CONCORDE UNLAMINATED FOAM BOWL	\$ 14.60	\$ 13.14
400	141449	DART 9" WHT CONCORDE UNLAMINATED FOAM PLATE	\$ 11.80	\$ 11.68
410	141455	PACTIV 12oz MOLDED FIBRE PLACESETTER PREFERRED BOW	\$ 37.50	\$ 37.50
420	141457	DART 5oz CLR PLASTIC DINNER WARE DOME LID	\$ 81.28	\$ 81.28
430	141458	DART 6oz WHT FOAM BOWL	\$ 22.01	\$ 25.09
440	141459	DART 20oz TRANSLUCENT PLASTIC VENTED LID	\$ 13.95	\$ 15.53
450	283311	PACTIV 8.25"x 10.25" WHT 5comp LAMINATED FOAM TRAY	\$ 18.45	\$ 17.53
460	283312	PACTIV 8.5"x 11.5" WHT 6comp LAMINATED FOAM TRAY	\$ 22.83	\$ 22.83
470	283313	DART 5oz TRANSLUCENT CONEX PLASTIC CUP	\$ 27.77	\$ 31.38
480	283314	DART 5-7oz TRANSLUCENT CONEX NON VENTED PLASTIC LID	\$ 28.25	\$ 32.93
490	300902	DART 12oz CLR PLASTIC DINNER WARE DOME LID	\$ 93.63	\$ 93.63
500	300903	DART 8oz WHT FOAM BOWL	\$ 24.55	\$ 28.10
510	300904	DART 12oz WHT CONCORDE UNLAMINATED FOAM BOWL	\$ 13.47	\$ 12.53

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.