

Custom and Modular Display Systems, Accessories, and Services Print Standard Specifications

1. **ORDER OF PRECEDENCE:** These Custom and Modular Display Systems, Accessories, and Services Specifications (Specifications) establish a baseline set of enterprise-wide requirements that pertain to all Agencies' needs. Due to unique requirements of the Commonwealth in regard to its specific needs, exceptions to these standards found in a Statement of Work, agency specific specification or in a Purchase Order will take precedence over these standard requirements.
2. **OWNERSHIP:** All materials provided and/or created by or for the Commonwealth, including artwork, negatives, digital files (including native art files or print-ready PDFs) and/or photographs used to produce any of the items under these contracts will become the property of the Commonwealth. No materials shall be altered in any way without the express written consent of the agency. The Supplier shall retain film negatives and/or digital files in its archive for the life of this contract. Approximately three months prior to the end of the contract, the Supplier shall contact the agency for approval before materials are properly discarded.
3. **SAFEKEEPING:** The Supplier shall be responsible for the safekeeping of all artwork delivered to the Supplier and held as insurer of the same and save and keep harmless from all damages or loss by fire and otherwise. If any such material is damaged or lost, the Supplier will replace it.
4. **COPYRIGHT:** The Commonwealth and the Supplier understand and agree that any original works of authorship (the "Works") developed under this Contract are created under the direction and control of the Commonwealth and shall constitute a work made for hire by an independent contractor under the United States Copyright Laws. Accordingly, the Commonwealth shall acquire the right, title and interest in and to any Works developed under this Contract including the right to reproduce and distribute the Works to Commonwealth employees and third parties, the right to prepare derivative works based upon the Works and the right to publicly display the Works.

In the event that the Works developed under this Contract do not fall within the specifically enumerated works that constitute a work made for hire under the United States Copyright Laws, the Supplier agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyright interests, proprietary rights and any other right, title and interest in and to such Works to the Commonwealth. The Commonwealth shall acquire all the rights and privileges accorded an owner of copyright including, without limitation, the exclusive right to reproduce, prepare derivative works based upon the existing Works, distribute copies to the public by sale and the right to perform and display such Works.

Upon completion or termination of this Contract, the Supplier shall immediately deliver all working papers, files, and other documentation to the Commonwealth.

5. **INSIGNIAS AND LABELS:** The Supplier's logo or any insignia of any kind shall not be placed on any materials for the Commonwealth. This is not to be construed as forbidding the printing of the Union Label thereon.
6. **DISPOSITION OF COMMONWEALTH-SUPPLIED DATA:** All artwork and variable data provided by the Commonwealth for print and/or production is confidential, remains the property of the Commonwealth and can be used only for the purposes outlined within the contract and/or the Specifications. Such information shall not be published, circulated or used by the Supplier in a manner other than that specified in the Contract.

The agency shall clearly identify records with a "C" classification as defined in ITB-SEC019 (Policy and Procedures for Protecting Commonwealth Electronic Data). The Supplier and agency shall ensure that the data is being transmitted in accordance with ITB SEC031 (Encryption Standards for Data in Transit) and stored in accordance with ITB-SEC020 (Encryption Standards for Data at Rest). The referenced ITBs can be downloaded at <http://www.portal.state.pa.us/portal/server.pt?open=514&objID=210791&mode=2>.

7. **ACCOUNT REPRESENTATIVES:** The Supplier shall designate specific individuals to act as a contact person for the Commonwealth in matters regarding this contract. Account representatives must be able to meet with an agency within 72 hours' notice or agreed upon time to discuss contract requirements. The Supplier, upon notification of award, must provide the name, title, email address and telephone number of the representative, and a backup representative.
8. **TRANSMITTAL OF ART FILES AND PROOFS:** The Supplier shall be responsible for all costs involved in the transmittal of necessary art files and proofs between the agency and the Supplier. The Supplier must provide a means for electronic transmittal, physical pickup and delivery, or the utilization of an express mail service. Such services must be available all weekdays (Monday through Friday) from 7:00 AM EST to 5:00 PM EST.

If utilizing FTP (file transfer protocol) to receive artwork, the selected Supplier must implement a means of secure FTP between the Supplier and the Commonwealth. Anonymous log into the FTP site may not be used.

9. **PROOFS:** The Commonwealth is encouraging the agencies to utilize electronic proofs instead of hard copy proofs. As such, electronic digital proofs will be the standard proofing method used by the Commonwealth. All Specifications shall include the type of proofing method required for the job. Below are the general types of proofing methods used by the Commonwealth:
 - a. **Electronic Digital Proofs** – Generally used for monochrome and spot color printing. The Offer shall provide this proof in a PDF format to the agency within three working days of receipt of all necessary artwork.

- b. **Digital Color Match print/Hard Copy Proof** – Generally used for four-color process work and higher. The Supplier shall provide this proof to the agency within three working days of receipt of all necessary artwork. If an electronic digital proof or hard copy proof is also required under the order, the Supplier shall provide this proof to the agency within two working days of approval of the electronic digital proof.

The Supplier must standardize on a specific output format for digital color match prints and must submit this format to Commonwealth within two weeks of issuance of the contract. Once this standard format has been approved by the Commonwealth, the Supplier shall not alter from this method without the explicit approval of the Commonwealth.

- c. **Press Proofs/Checks** – Press proofs are only to be utilized for critical types of printing as determined by the agency. If a press check is required (as designated on the job ticket or the Print Specification), the Supplier must notify the agency of the scheduled press check at least two working days in advance if running the job at a facility located within Pennsylvania. If the job is scheduled to run at a location outside of the state, the Supplier must notify the agency at least five working days in advance so that the agency has sufficient time to make the necessary travel arrangements. In addition, the press check must occur between 8 am and 5 pm EST, Monday through Friday.

Once a proof is received, the agency shall make a good faith effort to return the proof within three to five working days.

- 10. **AUTHOR'S ALTERATIONS:** Author's alterations refer to changes to the copy or format of a document by the agency after the Supplier has started processing the document for print. Agencies should work to minimize such changes once a document has been provided to the Supplier in order to avoid this charge. Such charges shall be based on an hourly rate.
- 11. **PRINTER'S ERRORS:** The Supplier shall be held responsible for all errors that it may commit, and it shall be liable for all expenses incident to the reproduction of any printed matter in its corrected form when so required by the agency. If any job is rejected because of error attributable to the Supplier, it shall promptly reprint the job without extra charge and furnish all necessary materials and labor at its own cost.
- 12. **QUALITY:** All work must be performed in a manner acceptable to the Commonwealth.

Print Equipment: Must be able to reproduce 40% of PANTONE library.

Color Management Accuracy: Color management accuracy refers to the ability to achieve the expected color on the printed sample. It is important that the printing

system is able to achieve accurate color- the color expected by the customer or the color predicted by a color-managed proof.

Print Uniformity: Print uniformity refers to the uniformity across printable area. The print is free from defects caused either by substrate issues or print system defects, i.e. banding, dot drop out, etc.

- 13. SUBSTRATE SAMPLES:** When requested by the Commonwealth, the Supplier will provide samples without delay in accordance with the request. If necessary, the Commonwealth will determine conformity to the specifications based on the results of its tests and/or examination. All samples required for test purposes will not be returned to the Supplier, nor will the Commonwealth pay for them.

When an agency requests samples of paper delivered directly to the Supplier from a paper mill, the Supplier will expedite the request and not use the paper until written acceptance is received from the proper agency.

- 14. DELIVERY REQUIREMENTS:** In some delivery locations there may be limited access to Commonwealth buildings due to security related issues. It is the responsibility of the Supplier and their representatives to ensure compliance with all Commonwealth security requirements, or other security requirements maintained by the agency or eligible user, and provide adequate delivery personnel to perform delivery activity. The Supplier shall notify the agency at least forty-eight (48) hours in advance of delivery so that necessary arrangements can be made. The Supplier shall be responsible for any damages to building or individuals as a result of delivery activities.

For proof of delivery, one (1) of the forms below, when properly completed, may be accepted:

- A copy of a commercial bill of lading
- Consignee's receipt of delivery
- Carrier's paid freight bill

- 15. DELAYED OR LOST SHIPMENTS:** Overdue shipments are the responsibility of the Supplier. The Supplier must trace the items within 48 hours and, if needed, replace the items at no additional cost to the Commonwealth. The Supplier's claim for such additional work must be made to the carrier.

- 16. ON-TIME DELIVERY:** The Commonwealth is seeking suppliers to meet the different scheduling needs of over 20 agencies with on-time delivery for items on this contract. On time delivery shall be defined as all requested items delivered (or mailed in cases where items are direct mailed) on or before the date specified by the Commonwealth, except in the case of author's alterations. This applies to final products as well as proofs. Orders will vary greatly in volumes and specifications, but the Supplier will be expected to meet the delivery requirements for all orders. In

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general, items will be due 20 business days after receipt of purchase order, unless otherwise specified in the Statement of Work, job ticket or Print Specification.

If that date cannot be met, the Supplier must immediately notify the agency. In the event an adjustment of schedule is requested by the Supplier and is approved by the agency in writing, the Supplier is required to meet the adjusted shipping date and will be considered to be delinquent if it fails to do so.

In the event that copies, proofs or other materials, which are to be furnished by the Commonwealth, are not furnished within this timeframe or in accordance with specific schedules established in this standard or in a Print Specification, the delivery date will be extended automatically by the number of workdays that the copies, proofs, or other materials are withheld from the Supplier. (The term "workdays" as used herein is defined as Monday through Friday of each week exclusive of the days on which Commonwealth holidays are observed.) Further extension of delivery dates must be requested in writing by the Supplier and may be approved by the agency.