

COMMONWEALTH PRINT SPECIFICATION STANDARDS

1. **ORDER OF PRECEDENCE:** These Commonwealth Print Specification Standards establish a baseline set of enterprise-wide requirements that pertain to all Agencies' print needs. Due to unique requirements of the Commonwealth in regards to its printing needs, exceptions to these standards found in a Statement of Work, specific Print 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 printing 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 mail production is confidential, remains the property of the Commonwealth and can be used only for the purposes outlined within the contract and/or the Print 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>.

Materials containing variable data (including but not limited to testing and/or live data printouts) are to be shredded within five business days of completion of this job.

The Supplier must scrub all variable data from its internal systems (including equipment) within five business days of completion of this job unless specified otherwise in a Print Specification. The printer MUST provide official written certification to the ordering agency that all variable data has been scrubbed within five business days of such action.

7. **CAPABILITIES:** The Supplier must have the necessary equipment and capability to handle the production required under this contract. At least 51% of the production work (i.e., printing, binding, inserting and mailing) must be performed at the Supplier's facility(ies). No brokering or franchising of the job is allowed.
8. **ACCOUNT REPRESENTATIVES:** The Supplier shall designate specific individuals to act as a contact person for each Agency in matters regarding this contract. Account representatives must be able to meet with an Agency within 24 hours of notice 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.
9. **ORDERING:** The Supplier will be required to accept orders via email, fax, phone, and in some cases, mail (requiring a P.O. Box). The ability to accept orders must be available at least all weekdays (Monday through Friday) from 7:00 AM EST to 5:00 PM EST. The Supplier must also provide the Agency with a confirmation notice indicating receipt of the order within 24 hours upon receipt.
10. **CANCELLATION OF ORDERS:** If at any time it becomes necessary for any reason to cancel all or any portion of an order, the Commonwealth reserves the right to do so, notifying the Supplier by a phone call followed by written confirmation (which may include notification through e-mail). The Supplier shall be paid for the particular operations completed up to the time of cancellation, and in no case shall the Supplier be entitled to receive payment for uncompleted work or for damages because of such a cancellation. Completed and/or uncompleted work

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will be disposed of in a manner mutually agreeable to the Commonwealth and the Supplier.

11. MINIMUM ORDERS: The minimum order level shall be set to 1000 envelopes (all types) and 1,000 copies for all other types of print.

12. UNDER/OVER RUNS: Unless otherwise specified within a job ticket or Print Specification, the following percentages for under/over runs shall be considered as good delivery:

- Quantities of 50,000 and under, the amount shall be limited to +/- 3%
- Quantities of 50,001 to 249,999, the amount shall be limited to +/- 2%
- Quantities of 250,000 and larger, the amount shall be limited to +/- 1%

In addition, the Commonwealth reserves the right to refuse to pay for any under/over runs that exceed the percentages listed above.

13. 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 pick up 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.

14. DESKTOP PUBLISHING AND PREFLIGHT STANDARDS: In general, Agencies are to provide print-ready PDFs to the Supplier for all printing done under this contract. On occasion, an Agency may require slight text changes due to last minute requirements or author's alternations. See the Author's Alternation section for more information.

If the Supplier should encounter a problem file that cannot be fixed within a 15-minute period, the Supplier must report the problem to the Commonwealth in order to obtain authorization to proceed with fixing the file. Please note that the Commonwealth reserves the right to take the files back in-house to make the necessary adjustments rather than to contract for these services with the Supplier.

Should the Commonwealth authorize the Supplier to make the necessary file changes to address the error, the Supplier must provide to the Commonwealth the corrected native art file within five working days of completion of the order.

It is the responsibility of the Supplier to utilize this artwork supplied in PDF format to produce the job. If the Supplier is unable to utilize a PDF file due to their internal production processes, the Supplier can request the Agency to supply artwork in its native file format. For artwork that only exists in a PDF format, the Supplier can recreate the artwork in their own in-house design software but must ensure that the new artwork provides an exact match to the supplied PDF file. In addition, the Supplier cannot charge additionally for creating this artwork.

15. 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 Print Specifications shall include the type of proofing method required for the job. Below are the general types of proofing methods used by the Commonwealth:

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.

- **Digital Color Matchprint/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.

- **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.

Additional proofs necessary as the result of “author’s alterations” will be charged in accordance with the line item prices established under process-based pricing associated with this contract.

16. SITE VISITS/PRESS CHECKS: The Commonwealth reserves the right to visit the Supplier’s and its subcontractors’ production facilities for a demonstration of their capabilities and processes, including adherence to special facility security requirements, or for business meetings. The Commonwealth will pay for its own travel expenses for such site visits.

Additionally, the Commonwealth reserves the right to be present for press checks or during any phase of production to observe operations and check the quality of production. Where such visits are deemed necessary by the Commonwealth and/or notated in a job ticket or a Print Specification, the Commonwealth will pay for its own travel expenses.

17. 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.

18. 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 printing paper, other materials and labor at its own cost.

19. QUALITY: All work must be performed in a manner acceptable to the Commonwealth. Composition shall be neat and free from broken or battered type. Presswork shall be of the first grade, producing a clear, clean, sharp impression, and printed head-to-head unless designated as otherwise on a job ticket or a Print Specification.

Presswork must be 150 line screen or greater. Color registration must be within .005 inches (.125 mm) and must be maintained through the press run.

Sets shall be uniformly and evenly trimmed and the printed image shall be squared with the trimmed edges, unless otherwise specified. The Supplier must guarantee 100% collation of all books. Variable imaging must be "laser quality" unless authorized otherwise by the ordering agency.

The Supplier shall work with the Commonwealth to achieve the highest level of image quality that can be obtained with existing equipment. The Supplier should expect technical advances throughout the life of the contract. Language stated in this contract should not be used to impede technological advances that will benefit the Commonwealth. However, such advances shall not add costs for the Commonwealth, nor shall such advances be used as a deterrent to future competitive solicitations.

20. INK: All ink shall be made of renewal vegetable-based products. Petroleum-based inks are not to be used.

Ink shall be fade proof and waterproof. Inks shall withstand reasonable abrasion and shall not flake or smear. Ink coverage must be full and uniform, free from pin-points, feathering or other imperfections. Characters must be clean and sharp with well-defined edges, must have uniform density, no voids or fill-ins, with strokes of average thickness. The ink must be sufficiently non-reflective. There must be no extraneous ink or other marks (i.e., smudges) around the characters.

21. PAPER SAMPLES: When requested by the Commonwealth, the Supplier will provide paper 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.

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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.

- 22. PAPER STOCK:** Unless otherwise specified, the Supplier is responsible for furnishing the paper stock required to meet the Commonwealth's needs. In some cases, the Agency may choose to supply paper stock. The Supplier shall check the required quantity and quality upon receipt of stock and, if it is not of the required type and amount, the Supplier shall notify the Agency immediately. If the Agency provides the paper and the amount is in excess of the amount needed for the job, under no circumstances shall the Supplier print more than the amount specified on the order unless ordered to do so in writing by the Agency. Any and all discrepancies should be reported and all paper in excess of that used for the job shall be returned to the Agency unless otherwise directed in writing by the Agency. The Supplier shall assume all risk of loss, damage or theft of all paper and supplies received by the Supplier from the Agency. In the event the delivered paper is lost, damaged, destroyed or stolen, the Supplier shall replace the items with items of like quality and value or reimburse the Commonwealth for the replacement value of the items.

The Supplier must provide a product quality guarantee to the Commonwealth for all items purchased. Only those papers listed in the most current edition of the Competitive Grade Finder Buyers Guide – North American Edition, or as otherwise accepted by Grade Finders, Inc., for publication in subsequent editions of any of its paper buyers guides will be considered. For products not listed in the current Competitive Grade Finder, a copy of Grade Finders' letter of acceptability must be included with your quote.

- 23. SPOILAGE OF PAPER:** Allowance will follow trade customs provided. However, the Supplier shall not retain for its own use any spoilage allowance that may be in excess of paper actually spoiled.

- 24. CARBONLESS PAPERS:** The following standards will be used for all carbonless sets unless specified otherwise on a job ticket or a Print Specification.

Form Size: Form size listed on the job ticket or Print Specifications shall list the size of the "face" of the form. The listed size does not include additional space requirements related to stubs.

Paper Weight: Standard weight carbonless for pen application. If carbon interleaves are specified, carbon must be black.

Color Sequence:

- 2 Part – White/Yellow
- 3 Part – White/Yellow/Pink
- 4 Part – White/Yellow/Pink/Goldenrod
- 5 Part – White/Green/Yellow/Pink/Goldenrod
- Part 6 or more – color sequence designated by Agency

Stubs: All stub perforation shall guarantee easy separation of all parts in one operation, but provide sufficient strength to retain and prevent disengagement of any part under normal handling and shipping conditions.

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Snapset Forms: The stub width may vary in length from 5/8" to 3/4" based on the specific equipment utilized by the Supplier unless specified otherwise. Stub location shall be indicated on the job ticket or Print Specification and shall be securely glued. In addition, Agencies may require that printing be done on the stub as specified on a job ticket or Print Specification.

Continuous-Feed Forms: The stubs shall be precisely 1/2" in width unless specified otherwise on a job ticket or Print Specification. In addition, all continuous-feed forms shall include standard hole punching on both stubs so that the paper can be pulled through the printer by pin-feed unless specified otherwise. The parts shall also be securely crimped and fan-folded into cartons unless specified otherwise.

- 25. SERIAL NUMBERING:** At the time of initial order of a document requiring serial numbering, the Agency will inform the Supplier of the number sequence to be used for a particular print run. This number sequence may consist of both alpha and numeric characters. In addition, the Agency may require that the serial number be printed in both human-readable and bar-code fonts. These specific requirements will be listed on a job ticket or a Print Specification.

In addition, the job ticket or Print Specification will indicate whether missing numbers are allowed. At no time are duplicate numbers allowed.

As part of the delivery of the order, the Supplier must provide the Agency with a report of the starting and ending number used for the order. In addition, if missing numbers are allowed, the Supplier must also provide the Agency with a list of the missing numbers.

The Supplier shall track the serial numbers used for a given document in order to serve as a check point for reprints. Agencies are also responsible for tracking their own numbering series. However, due to the importance of ensuring that serial numbers aren't inadvertently duplicated or skipped, the Supplier shall also track these numbers and alert the Agency to discrepancies under subsequent orders.

- 26. MARGINAL WORDS:** Marginal words shall be printed in capital bold letters and centered along the bottom of each page where required unless specified otherwise on a job ticket or Print Specification.

- 27. MASS MAILING/POSTAL REQUIREMENTS:** For orders requiring the Supplier to prepare documents for mass mailings, the following requirements apply unless specified otherwise on a job ticket or Print Specification:

Mail pieces shall be mailed presorted-First Class, and in a manner to take advantage of United States Postal Service (USPS) lowest discounted rates through bar coding, sorting or other means with the goal of achieving the lowest possible postage rate, unless specified otherwise by the Agency.

In order to obtain the lowest available postage rates, the Supplier must process all address data files through CASS-certified address matching software prior to live production imaging. After completion of the address certification process and prior to print production, the Supplier shall provide the Agency with a report of all

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uncertified addresses so that the Agency can determine the course of action related to those addresses.

The Supplier must also be able to meet USPS Move Update standard by using one of the USPS's preapproved methods. The Supplier must inform the Commonwealth of their standard method for meeting Move Updates within two weeks of the start of the contract. In addition, all mass mailings must be processed for move updates, *unless* the Agency has identified clear business processes that warrant exclusion from this cost-savings practice. Agencies requiring exemption from the Move Update standard shall indicate such in their job ticket or Print Specification.

The Supplier will cover all postal costs and bill the Agency for actual postage costs incurred. In addition, the Supplier must provide the Agency at time of invoice with a CASS Summary Report to document the actual postal costs incurred. However, the Agency may issue its own postal permit for use by the Supplier, which will be indicated on the job ticket or Print Specification.

When performing mass mailings, the Supplier is responsible for meeting all United State Postal Service's standards.

28. ENVELOPES: All envelopes are to meet the following minimum standards:

- ◆ Inside and outside to be free of glue spots
- ◆ Gluing to be "edge tight" per industry standards (no loose corners and no loose flaps)
- ◆ Envelopes construction must be square
- ◆ All windows are to be welded, rounded and securely covered with cellophane or polystyrene (The window covering to be used through the course of the contract must match the window covering utilized during the envelope testing process listed below.)
- ◆ No exposed glue allowed on windows
- ◆ Envelopes to be supplied with flaps closed
- ◆ Envelopes are to be flat (curl free and no puckered seams)
- ◆ Gummed adhesive (i.e., moisture sensitive gum) is to be roll resistant and quick to adhere
- ◆ Porosity spec. Gurley densometer – 8 seconds/100cc
- ◆ Latex seal shall consist of latex gum strips applied to both the body and the flap of the envelope
- ◆ Print quality must meet standards shown in paragraphs 18 and 19 of this document
- ◆ In addition, envelopes are to following the construction and packaging parameters listed below. During the course of the contract, the print provider is to ensure that the precise construction (including but not limited to flap size and cut) is manufactured consistently throughout the life of the contract. Variances within a given order or from order to order are not acceptable.
- ◆ Window material must satisfy the USPS guidelines for automation compatibility.

29. SAFETY STOCK: Some orders will require that the Supplier provide storage of certain items as designated in a Print Specification Form, and make delivery to the state agency within a 48-hour window. In general, the agency will attempt to

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give 10-working days notice. The cost to provide safety stock shall be incorporated into the base printing price of the specific line item.

The Supplier is required to maintain a one to three-month supply of any item requiring safety stock. In order to calculate the required storage space, the Commonwealth will list annual historical volumes in the Print Specification Form at time of issuance of the IFB. Once the contract is awarded, the agency will report to the Supplier updated annual usage volumes. Based on this updated annual usage reporting, the Supplier is required to adjust the amount of Safety Stock held.

The Agency will work proactively with the Supplier to inform the Supplier of any upcoming artwork modifications. Once the Agency has informed the Supplier of such artwork modifications, the Agency will pay for the current balance of safety stock held by the Supplier up to the three-month supply. The Agency will not compensate the Supplier for any volume beyond a three-month supply.

The Supplier is required to store all Safety Stock in a facility secure against theft and unauthorized entry at all times. The Supplier is responsible for loss, damage or theft of any stored items. In addition, the storage site shall be located so as to provide delivery to the Agency within the 48-hour minimum notice.

The Supplier is required to submit monthly reports to the Agency which should include details such as current volume available, volume in transit and volume in production.

30. PACKAGING: The Commonwealth's Supplier Shipping and Receiving Guidelines provide general packaging and palletizing requirements. The standards apply to all print-related orders. An Agency may include additional specifications for the individual bundling of printed materials by notating as such on a job ticket or a Print Specification.

31. FOB DESTINATION: The baseline standard for orders is FOB Destination, unless otherwise specified in a Print Specification. This baseline standard includes local cartage and any other costs of inside delivery.

All Print Specifications included at the time of the Bid that list specific delivery information shall be FOB Destination based on the specified location(s) outlined in a given Print Specification.

The Supplier will make necessary shipments to other locations by postal service, small parcel overnight carrier, or common carrier, whichever is the most cost effective method.

Reimbursements for shipping costs, other than those requiring FOB destination, are to be made on an actual basis and supported with appropriate documentation.

32. 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

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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

33. 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.

34. ON-TIME DELIVERY: The Commonwealth is seeking suppliers to meet the different scheduling needs of over 20 agencies with a 98% on time delivery rate 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 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.

35. RUSH ORDERS: The Commonwealth will work with its Agencies to reduce the number of rush orders; with the understanding that occasional rush orders will be necessary. A rush order is considered an order requiring less than a 20 business day delivery (unless otherwise stated in the contract) and one that also required the Supplier to break into the production run for another customer. The Supplier must include any rush fee in their original quote if the rush fee is known at the time of quote submittal. If a rush fee is required once the initial quote has been received, the Supplier must submit a modified quote including the rush fee to the Commonwealth for approval prior to production of the order. Failure to follow

this requirement will result in the disapproval of any rush fee during the invoicing process.

36. REPORTING REQUIREMENTS: Some items may involve unique reporting requirements. Such requirements will be listed in the Print Specification.

37. FULFILLMENT ORDERS: Some items may request fulfillment services, in addition to printing services. When fulfillment services are required, the Agency will include information in the IFB or in the Print Specification on such requirements. As such, the Supplier may be required to take orders over email or other electronic notification methods. In addition, the Supplier may be required to pick up orders from an Agency post office box issued out of the Harrisburg, PA Post Office (or other location identified in the bid or specification). Such ordering collection services shall be provided to the Commonwealth at no additional charge.

The Supplier shall fulfill all orders within five days of receipt of the order. For items requiring fulfillment, the Agency will initially issue a purchase order to the Supplier for the production of the item. The Supplier shall invoice the Agency for their production costs at completion of the printing.

As fulfillment orders are filled, the Supplier will keep detailed records indicating at least the following:

- Requestor's name and address
- Date order was received
- Date order was fulfilled
- Items and quantities removed from inventory per order
- Shipping handling fees and freight costs

The Supplier shall run reports against the data listed above within 10 business days of request from the Commonwealth.

The Supplier will bill the Agency on a monthly basis for fulfillment-related charges. Such charges may include additional production processes required to complete the job (such as applying serial numbers to pre-printed stock), storage fees, shipping costs, and fulfillment costs.

38. TRANSITION ASSISTANCE DUE TO NEW VENDOR: Because of the critical nature of the items and services provided under this contract, there can be no interruption of services during the transition from the current Supplier to the newly awarded Supplier. Therefore, the incumbent Supplier and the newly awarded Supplier must work together with the Agencies to assure a smooth transition of these items.

Approximately two weeks prior to the end of the current contract, the incumbent Supplier will provide to the Agency a physical count of all Agency items in the Supplier's warehouse, along with a list of any open orders and the anticipated delivery date for each order. The Agency will provide a copy of the inventory and open orders list to the newly awarded Supplier. The Agency will work with the incumbent Supplier to close out as many open orders as possible and to reduce inventory levels to a minimum prior to the contract transition period.

The newly awarded Supplier may be required to accept and store items from the previous Supplier upon commencement of the contract, up to a three-month supply of any large volume items. In this event, the newly awarded Supplier must accept delivery of this inventory from the incumbent Supplier's facility to their facility within one week of the start of the new contract unless specified otherwise in the RFP/IFB's Statement of Work. The newly awarded Supplier will not be allowed to charge for costs associated with the transition of these items from the previous Supplier's warehouse(s) to the Supplier's warehouse(s). The newly awarded Supplier will not be allowed to charge for delivery or storage of this existing inventory.

The newly awarded Supplier must conduct a physical inventory of all transferred items within one week of transfer and provide a written report to the Agency, along with copies of all bills of lading or other delivery receipts that detail exact quantities transferred.

39. TRANSITION ASSISTANCE DUE TO TERMINATION: If this contract is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the Commonwealth to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the Commonwealth or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract.

40. FURNISHING PRICES TO PUBLISHERS: The Commonwealth may request that the Supplier furnish printing services to publishers under contract by the Commonwealth. The request will only apply to items printed for the Commonwealth or the Commonwealth customers as requested by the Commonwealth. Under these circumstances, the Supplier shall charge the publisher the Commonwealth's contract price, and shall bill the publisher for all charges, while still providing the level of service as normally required by the Commonwealth.

41. TESTING OF ITEMS: The Commonwealth may require certain printed items to pass certain tests, such as ability to run them through equipment, durability, accuracy, or acceptability of features. Such requirements will be clearly identified in the Print Specification Form for a given document. The Commonwealth reserves the right to reject any items that do not pass the Commonwealth's test(s). The Supplier will be responsible for providing replacements of any failed items at no cost to the Commonwealth. The selected Supplier may also be responsible for reimbursing the Commonwealth for any costs incurred by the Commonwealth as a result of the items failing the test(s). Individual Agencies will work with the Supplier(s) on items which require scheduling and testing.