# GENERAL INFORMATION

## Purpose

This Invitation for Bid (“IFB”) is designed to provide prospective bidders with information on requirements associated with providing Cigarette Testing services to The Office of Attorney General (“OAG” or “Issuing Office”).

## Authority

The OAG is as an independent, executive, administrative department of the Commonwealth. 71 P.S. 732-201. Thus, under the Commonwealth Procurement Code (“Code”), the OAG is authorized to act as its own purchasing agency when procuring services, renting machinery and equipment, and licensing specialized computer software, 62 Pa.C.S. § 301(c)(5), and, when the Department of General Services (”DGS”) delegates specific procurement authority to the OAG.

## Procurement Overview

The OAG is seeking a vendor to provide laboratory services to include: laboratory testing of cigarettes to measure their ignition strength (IS), measurement of banded cigarette paper, and report writing. This contract will also cover the purchase of equipment or accessories, including items fabricated specifically for the OAG, necessary for the testing of cigarettes. Cigarette Testing must be pursuant to the Commonwealth’s Purdon’s Pennsylvania Statutes and Consolidated Statutes Title 35 P.S. Health and Safety (Refs & Annos), Chapter 12B, cigarettes sold or offered for sale in Pennsylvania must meet certain safety standards in order to limit the risk that cigarettes will ignite upholstered furnishings, mattresses, or other household furnishings.

## Issuing Officer

The sole point of contact concerning this IFB will be Alecia Peddigree (“Issuing Officer”) who may be contacted via email at [apeddigree@attorneygeneral.gov](mailto:apeddigree@attorneygeneral.gov). Any violation of this condition may be cause for rejection of the offending bid, or rescission of any contract awarded hereunder.

## Bid Submission

The sole method of submitting bids under this IFB will be electronically through the PA Supplier Portal ([www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us)). NOTE: An electronic bid reflecting “Held or “Saved” status is not a complete submitted electronic bid, and thus would not be considered for a bid award.

Bids submitted by any other means (including, but not limited to,faxed, mailed, or emailed bids) willbe rejected. No responsibility will be attached to any employee of the OAG for the premature opening of, or the failure to open, a bid not properly addressed and identified, or for any reason whatsoever.

## Bid Deadline

The deadline for submission of a qualifying bid is Wednesday, March 12, 2025, at 1:00 p.m. EST. Bids submitted after this closing date and time will not be considered for award.

## Bid Contents

As further detailed in the specifications below, all of the following documentation must be completed, provided, and submitted with any bid submission for a contractor to qualify for any bid award:

## Proof of ISO/IEC 17025 accreditation

## Certificate of Insurance

## Appendix D – Non Collusion Affidavit

* 1. **Appendix E – Bidders Response Form**
  2. **Appendix F – Business Reference Form**
  3. **Appendix G – Domestic Workforce Utilization Certification**
  4. **Appendix H – Worker Protection and Investment Cert Form (BOP2201)**

## Failure to submit any of the above documentation will result in the bid being rejected. The submission of any documentation other than what is listed above may result in the bid being rejected.

## 8. Bid Results

Bidders can obtain bid results by accessing <https://www.emarketplace.state.pa.us/>.

## 9. Contract Award and Term:

Contracts will be evaluated based on a lump sum award and, if a determination to proceed is made, will be awarded to the lowest responsible and responsive bidder. Any contract award will thereafter commence upon execution of a purchase order by the OAG given to the winning bidder.

1. **Contract Period**

The term of the initial service term is five (5) years and will commence upon the final approval of the purchase document.

1. **Option to Renew**

The service term or any part of the service term may be renewed for up to four (4) one (1) year optional renewals by mutual agreement between the OAG and the Awarded Bidder. If the services are renewed, the same terms and conditions set forth in the original documents shall apply.

1. **Option to Extend**

The OAG reserves the right, upon written notice to the awarded bidder, to extend the service purchase document or any part of the service document for up to three (3) months upon the same terms and conditions. This will be utilized to prevent lapse in contract coverage and only for the time necessary, up to 3- months, to enter into a new service purchase document. There will be no price change made in the 3-month option to extend period.

## II. PERFORMANCE AND CONTRACT SPECIFICATIONS

**1. Qualifications**

1. Bidder shall be ISO/IEC 17025 accredited.
2. All bidders shall complete the attached Bidder’s Response Sheet answering each question and noting any exceptions to the specifications. When substitutions are submitted, please designate “or equal” below each captioned heading and briefly explain why the substitution is substantially equivalent to the specifications. Substitutions presented by bidders must meet the minimum specification as stated herein.
3. The bidder must be in the business of providing cigarette laboratory testing services for a minimum of three years.
4. In order to avoid actual or perceived conflicts of interest, the Contractor and any Subcontractors to this contract and the key personnel of these entities cannot have received any funding, support, donations, or remuneration for the past five years, either directly or indirectly, from any person, company, organization, or entity which manufactures, sells, promotes the sale of, or otherwise engages in any activities related to the sale of tobacco products provided, however, that nothing herein shall prevent the Contractor from selling fire/explosion detection/suppression systems and related maintenance services to companies manufacturing tobacco products. No exceptions shall be allowed on this item. Please reference and complete the affidavit in Appendix D – Non-Collusion Affidavit.

## 2. General Performance

a. The Contractor and any subcontractors to this contract and the key personnel of these entities agree that during the term of this contract, including any extensions thereof, they will not engage in any testing of cigarettes for any person, company, organization, or entity which manufactures, sells, or promotes the sale of, or otherwise engages in any activities related to the sale of tobacco products.

b. The Contractor will perform specific laboratory testing of cigarettes. Before testing is undertaken, the Contractor will need to establish that it can provide quality Industry Standard (IS) testing results by submitting a Quality Assurance and Quality Control (QA/QC) plan, as defined in Section 1.3.7, for approval by OAG, as defined in 1.3.11, and performing Initial QA testing of reference cigarettes supplied by OAG.

c. The Contractor must obtain the specific testing equipment and materials described within ASTM E2187-04 (Appendix C) or any current, updated standard. The required laboratory facility space and equipment must be dedicated solely to this type of testing. The materials required by the method must be in place and meet the specifications detailed in the method as determined by OAG before starting any testing under this contract.

d. The Contractor will perform specific measurement of banded cigarette paper to determine conformance to section (b) of § 1254.4. Standards for cigarette fire safety (Appendix B). Before starting any testing under this contract, the Contractor must: 1) demonstrate the ability to perform these measurements, and 2) have the required equipment and protocols for these measurements in place. The required equipment and protocols for these measurements must meet specifications as determined by OAG.

e. For cigarettes determined by the OAG to be unable to be tested with ASTM E2187-04 (Appendix C) (or any current, updated standard), an Alternate Test Method will be utilized to ensure the Alternate Test Method and performance methods are equivalent to the performance standards contained in § 1254.4. Standards for cigarette fire safety (Appendix B), section (b).

f. During this task, the Contractor may be required to have participating technicians and one supervisor attend a one-day orientation program related to cigarette testing at the contractor’s location.

g. Pursuant to § 1254.4. Standards for cigarette fire safety (Appendix B), sections 2A-2F, a trial is defined as determining the ignition strength of one cigarette brand style. The test method measures the extinction of one cigarette on ten (10) layers of filter paper with forty (40) replications comprising one test trial.

h. OAG may, at any time during the duration of the contract, request additional testing on cigarettes. Examples of said additional testing would include, but not be limited to: testing cigarettes on different quantities/layers of filter paper, different substrates, different angles, different environments, or any other tests that OAG feels would provide valuable information to the Fire Standard Compliant Cigarette (FSC) Program. The purpose of adding the variety of testing methods would allow the FSC Program to see if changing the variables of the test would change the test results.

OAG may also seek to conduct an analysis on both the past standard test results, the new test method results and the future standard. The analysis would include, but not be limited to: analyzing burn times, failure rates, band measurements, etc. The purpose of adding the analysis component would allow the FSC Program to possibly shed some light on any possible trends in failure rates by both brand style and manufacturer.

i. The test methods can be revised by OAG at any time during this contract.

## 3. Quality Assurance/Quality Control

* 1. Equipment, materials, and procedures must meet the specifications of the ASTM E2187-04 (Appendix C) (or any current, updated standard) – Standard Method for measuring the Ignition Strength of Cigarettes, as clarified by § 1254.4. Standards for cigarette fire safety (Appendix B), Band Measurement Procedure (Appendix A).
  2. Once a contract is secured, the Contractor must demonstrate that testing results will be of adequate quality for a regulatory program. The testing results must be legally defensible, valid, complete, and representative. The laboratory must develop and implement a Quality Assurance and Quality Control Program (QA/QC) that will set QA/QC goals on an intraday and inter-day basis, as well as establishing intra-lab repeatability.
  3. On a daily basis, the QA/QC data will be reviewed by the laboratory to establish that QA/QC criteria are being met, and reports indicating the QA/QC results will be submitted to OAG as requested.  Repeatability and Reproducibility values have been established for the Test method; these are given in Table 1 found in ASTM E2187-04 (Appendix C) or any current, updated standard. OAG will use these as QA/QC goals for this method. A linear interpolation will be used to obtain the values of repeatability (r) and reproducibility (R) for the assumed long-run population of full length burns for cigarette and substrate combinations under one test (P) that fall in the range of values listed in Table 1 (found in ASTM E2187-04 (Appendix C) or any current, updated standard).
  4. The QA/QC plan submitted by the laboratory should indicate how the limits in Table 1 (of ASTM E2187-04 (Appendix C) or any current updated standard) will be met, the frequency that they will be measured and the control measures that will be implemented if they are not being met.
  5. The QA/QC plan will include a procedure for randomizing the sequence of testing events, including the intermixing of commercial cigarettes and reference cigarettes. The test events will be randomized so that the testing sequence of cigarette types and substrates will vary every day. All test events for the day will be defined by numbers (one number for one cigarette type/substrate combination). The test numbers for that day will be randomized and provided to the technician and the testing sequence will be carried out in this random order. The testing results will be provided to other laboratory personnel for compilation into individual cigarette trial results as required by the method. The technician(s) doing the testing shall not compile testing trial results and cigarette test trial results shall not be revealed to the technician(s).
  6. The plan also must indicate how these QA/QC criteria will be met before performing the tests required by this contract.  The laboratory must submit the QA/QC data to OAG for review and approval prior to actual routine testing required by this Contract. This plan will be reviewed and approved by OAG for adequacy before implementation.
  7. The laboratory QA/QC plan should include but not be limited to:

1. Title page, with provision for approval signatures
2. Table of contents
3. Project description
4. An organizational chart showing the QA/QC implementation within the organization including a list of names of the key QA/QC officers and their responsibilities
5. Quality Assurance objectives for measurement data, in terms of precision, accuracy, completeness, representativeness and comparability
6. Sampling procedures
7. Sample custody
8. A description of how the QA/QC plan addresses all aspects of the cigarette sampling, storage and testing process including details of sample chain of custody
9. Calibration procedures, references, and frequency
10. Analytical procedures and testing randomization plan
11. Data reduction, validation; and reporting
12. Internal quality control checks and frequency
13. Quality Assurance performance audits, system audits, and frequency
14. Quality Assurance reports to management and frequency
15. Preventive maintenance procedures and schedules
16. Specific procedures to be used in routinely assessing data precision and accuracy, representativeness, comparability, and completeness of the specific measurement parameters involved
17. Corrective actions with associated time frames

## h. The QA/QC plan should describe how all method-specific QA/QC requirements should be implemented and maintained in the performance of IS testing of cigarettes (see below).   This includes, but is not limited to: requirements for sampling, sample storage, holding times, use of laboratory check standards, the initial demonstration of capability and assessment of repeatability, and any sample analysis required by this contract.  If any sample analysis or QA/QC sample does not meet the specific criteria listed in the approved QA/QC plan and if corrective actions cannot resolve the failure, then sample analysis shall stop until the project officer, or an OAG designee, can be contacted for guidance and for advice on how to proceed.

## i. The QA/QC plan should describe how QA/QC requirements would be maintained in the event of change or replacement of test operators.

## j. OAG reserves the right to submit reference cigarette samples for analysis in order to test laboratory performance at any time during this Contract. Reference cigarette samples are cigarettes whose ignition strength is known to OAG but may not be known to the Contractor. The Contractor will test these cigarettes and the results will be provided to OAG. OAG will compare the Contractor’s results to a known value. If the results are within expected reproducibility limits, no action is required. If the results are outside of reproducibility limits, this may indicate a problem with Contractor’s testing procedures or equipment. In this case, OAG will inspect the Contractor’s laboratory and both the Contractor and OAG will investigate the causes of suspected problems. In a timely manner, the Contractor will correct any problems identified. Cigarette IS test results affected by these problems may need to be repeated at the contractor’s expense.

## k. If requested by OAG, initial Quality Assurance (QA) testing will be performed on reference cigarettes. Test cigarettes with known values of IS will be supplied by OAG. These cigarettes will be used to establish that the laboratory can meet the repeatability limits in Table 1 in ASTM E2187-04 (Appendix C) or any current, updated standard.  The maximum number of test cigarette types will be 2.

## l. Within 30 calendar days after the execution of the contract, copies of the QA/QC plan shall be submitted for review. Revisions, based upon OAG comments, shall be submitted within two weeks from the Contractor’s receipt of the OAG comments.

## m. OAG approval is required of the QA/QC plan, prior to conducting initial QA Testing (see below).

## n. To establish that QA requirements can be met, the maximum number of replicate trials of each cigarette type will be ten (10) unless the IS testing data indicates that the QA limits have been met with a lesser number of trials. Reducing the number of testing trials only can occur after OAG review and approval of any preliminary QA results generated in this section. The ten (10) QA testing trials will be performed on ten (10) layers of filter paper.  The ten (10) replicate trials for each test cigarette will be done in two (2) sets of five (5) replicate trials. The Contract laboratory will perform the first five (5) replicate trials and the ignition strength results and repeatability calculations will be reported to OAG. If the QA requirements of Table 1 in ASTM E2187-04 (Appendix C) or any current, updated standard have been met, then the additional five (5) replicate trials will not be required.  If the Table 1 (in ASTM E2187-04 (Appendix C) or any current, updated standard) requirements have not been met, then corrective actions shall be investigated by the Contract laboratory and a site visit and inspection will be made by OAG. During the site visit, the Contract laboratory and OAG will discuss proposed corrective actions.  The Contract laboratory shall undertake corrective actions in accordance with OAG instructions. The Contract laboratory will then perform the second set of five (5) replicate QA test trials.

## o. The results of the initial QA testing will be compiled in a report and submitted to OAG.  This report shall include a calculation of the repeatability achieved for each test cigarette type and an analysis of the acceptability of the QA results. OAG will review the report and determine if the Contractor has met the QA requirements of Table 1 in ASTM E2187-04 (Appendix C) or any current, updated standard. If the contractor cannot meet these requirements after implementing the QA/QC plan corrective actions, the OAG Project Officer must be contacted and no further testing can be allowed under this contract.

## p. If the QA criteria have been met, OAG will give the approval to start the cigarette IS testing under the next task.

## q. Contractor must meet the repeatability values from Table 1 (in ASTM E2187-04 (Appendix C) or any current, updated standard).

## r. Contractor must meet Table 1 (in ASTM E2187-04 (Appendix C) or any current, updated standard) values before starting cigarette IS testing, as determined by OAG.

## 4. Testing of Cigarettes

1. This task cannot begin until OAG has approved the Quality Assurance (QA)/Quality Control (QC) plan and initial QA test results.
2. The Contractor will test the ignition strength of cigarettes provided by OAG, in accordance with ASTM E2187-04 - Standard Method For Measuring the Ignition Strength of Cigarettes (Appendix C), or any current, updated standard. The test methods can be revised by OAG at any time during this contract.
3. The contractor will also test the ignition strength of cigarettes determined by OAG to be unable to be tested with ASTM E2187-04 (Appendix C) using an alternate test method, which has been approved by the Commissioners as prescribed in § 1254.4. Standards for cigarette fire safety, section (b).
4. OAG will provide the contractor cigarettes for Industry Standard (IS) testing in lots of up to 100 brand styles. The Contractor will conduct one test trial of each cigarette brand style and report the results to OAG.  Additional test trials will then be conducted as specified by OAG.  These additional test trials will be conducted before any additional lots are tested.
5. OAG will provide the Contractor with reference cigarettes as needed to comply with the QA/QC plan.
6. IS testing of cigarettes will follow all QA/QC procedures including chain of custody procedures. Testing will adhere to all QA/QC requirements of the approved QA/QC plan and the Contractor will report the results of the on-going QA/QC testing on a monthly basis, or as otherwise determined by OAG.
7. For each cigarette brand style tested, the Contractor will determine if the cigarette brand style uses lower porosity bands on the cigarette paper.  If bands are present, the Contractor will measure the bands in accordance with the Band Measurement Procedure (Appendix A).
8. Documents/reports required in the performance of this task shall be submitted by the Contractor as designated below.  The reports shall include, but are not limited to:
9. Test Summary Report
10. Cigarette Usage Report
11. Reports for any additional tests conducted at the request of OAG

i. Separate reports will be submitted for any cigarettes tested with an alternate test method. All analytical results must be provided, including but not limited to:

* + sample identification number
  + length of time in storage
  + conditions of storage
  + date removed from storage
  + chain of custody information
  + date and time analyzed
  + analyst name
  + cigarette brand name or code
  + results of each testing event
  + all data recording required by the Test Method
  + test chamber number
  + test block
  + environmental conditions
  + QA/QC data for the day and summarized for the task

j. All laboratory notebooks will be stored in a secure location on-site until the end of the contract. Notebooks and all other documents and records, including but not limited to electronic media, will be shipped to OAG at the end of the contract work.

k. The testing time frame for each lot of one hundred (100) cigarette brand styles is ninety (90) days.  If a lot is smaller than one hundred (100) cigarette brand styles, the time frame will be prorated based on ninety (90) days/one hundred (100) brand styles.

l. QA/QC requirements of Table 1 (in ASTM E2187-04 (Appendix C) or any current, updated standard) must be met throughout this task.  All reporting requirements must be met.

## 5. Reports

a. The following information shall be collected by the Contractor and supplied to OAG upon request:

* + sample identification number
  + date received from OAG
  + length of time in storage
  + conditions of storage
  + date removed from storage
  + chain of custody information
  + date and time analyzed
  + analyst name
  + cigarette brand name or code
  + results of each testing event
  + all data recording required by the Test Method
  + percentage of full length burns for each test trial (or percent ignitions for the alternate test method)
  + test chamber number
  + test block
  + environmental conditions
  + cigarette paper band presence
  + number of cigarette paper bands
  + cigarette paper band measurements, if present

b. The contractor shall prepare a written activities/status report and participate in meetings with the OAG Project Officer or his/her designee upon OAG request.

c. Upon OAG request, there may be individual activities/status reports for each task.  Every report shall be broken out by task area.  The headers will include task description/site name and assigned completion date. For each task assigned, the following information shall be supplied:

* Date samples received and control numbers assigned
* Number of samples assigned
* Action taken (analyze, validate, prepare, etc.)
* Current status (not initiated, in-progress, etc.)

d. The activities/status report shall include a discussion of problems relating to any task area or specific activity, the impact on performance and/or delivery, corrective action taken and resolution.

e. The report format shall be designed by the Contractor, and is subject to OAG approval.  The OAG Project Officer will notify the contractor of any changes needed in the report format after delivery of the first report.  Once approved, this format shall be followed.  The OAG Project Officer shall approve any deviations/changes.

f. Meetings shall be held with the OAG Project Officer upon OAG request by teleconference or in person, at the discretion of the OAG Project Officer.

g. All reports shall be provided in hard copy (three (3) copies of each) and in an electronic format compatible with OAG.

h. Reports shall be distributed to the OAG Project Officer.

i. Contractor agrees not to show, disclose, make available or in any other way impart any information, including but not limited to individual laboratory test results, quality control plans or analyses of test results, to any individual, party, corporation or entity, other than OAG or an OAG authorized representative.

j. During the course of the contract, the vendor agrees to hold confidential and make available to the OFFICE OF ATTORNY GENERAL any and all testing records. Destruction of said records shall occur only after notification of and approval from the Office of Attorney General.

k. Upon completion of the contract work, Contractor agrees to transfer possession of all data, laboratory notebooks, computer files, notes or any other documents or information, in whatever medium generated and/or kept, to OAG.

**6. Insurance.**

The bidder shall obtain the insurance coverage described below for the term of the Contract and provide OAG with a Certificate of Insurance listing The Commonwealth of Pennsylvania/Office of Attorney General as a named insured.

a. **Worker’s Compensation Insurance.**

The Contractor shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits under General Laws Chapter 15, as amended, and the Contractor shall continue such insurance in full force and effect during the term of the contract. Proof of compliance with the aforesaid stipulations shall be furnished to OAG when requested and prior to the award of this contract by submitting a properly endorsed certificate issued by a company authorized to write Worker’s Compensation Insurance Policies in the Commonwealth.

b. **Commercial General Liability Insurance.**

Contractor shall carry Combined Single Limit per occurrence and Aggregate coverage for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage of at least $1,000,000 per occurrence and $5,000,000 in the aggregate. If a general aggregate is used, the general aggregate limit shall apply separately to the project.

c. **Insurance Policy Requirements.**

The insurance required under this Article shall be standard policies obtained from financially sound and responsible insurance companies authorized to do business in Pennsylvania, and shall have only such deductibles as are reasonable and customary. The insurance specified in this Article shall provide that such insurance is the primary coverage with respect to the Contractor’s activities hereunder.

Prior to the execution of the Contract by OAG, Contractor shall provide OAG with certificates of insurance for all policies of insurance required hereunder. Contractor shall provide OAG with a certificate evidencing renewal of each policy at least twenty (20) days before the expiration thereof. Each certificate of insurance shall provide that it shall not be canceled, reduced or changed without at least twenty (20) days prior written notice to OAG.

The insurance specified in this Article (except for Worker’s Compensation Insurance) shall contain waivers of subrogation in favor of the OAG. Contractor hereby waives and relinquishes, and agrees to cause all its subcontractors to waive and relinquish, any right of subrogation it might have against the OAG on account of any claim caused in whole or in part by any negligent or wrongful act or omission of OAG or the Commonwealth. Contractor further agrees that it will require its insurers and its subcontractors’ insurers (except for Worker’s Compensation Insurance) to likewise waive and relinquish such subrogation rights and furnish evidence of waiver to the OAG. Contractor further waives and relinquishes, and agrees to cause its subcontractors’ insurers to waive and relinquish any right of subrogation they may have against the OAG under the provisions of the Worker’s Compensation Act in Pennsylvania to the full extent possible under Contractor’s and its subcontractor’s workers compensation insurance policies.

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# III. Other Requirements

## References/Qualifying Experience

The bidder must list the individuals or organizations for whom they have provided Cigarette Testing for a minimum of five years within the past ten years in Appendix E – Bidder’s Response Form.

## U.S. Location Required

Bidder must have a physical location within the United States of America, which must be clearly stated in Appendix E – Bidder’s Response Form.

## Tax.

1. The OAG is exempt from all excise and sales taxes. Thus, no tax shall be included in the bid costs.