

Specifications Part 1

Pickup Truck Caps, Bed Covers, and Accessories

1. Purpose of Contract.

This Contract (identified here and in the other documents as the "Contract") provides for the acquisition of Pickup Truck Caps, Bed Covers, and Accessories per the minimum specifications.

2. Price Lists

Contractors agree to supply the Commonwealth with copies of the Catalogues and Price Lists for non-core items.

Any reference, which may appear on any price list, to any terms and conditions, such as F.O.B. shipping point, minimum order quantity or amount, or Prices subject to change, will not be a part of any contract and will be disregarded by the Commonwealth.

For Cataloged items the price paid by the Commonwealth shall be the Manufacturer's "Official" Referenced Price List minus the percentage discount, bid to, and accepted by the Commonwealth.

It shall be understood that the pricing offered by the contractor to the Commonwealth shall be equal to or lower than that offered to the contractor's most favored customer(s).

3. Price Change

Discounts shall remain firm for the term of this contract. Price lists may be updated to delete equipment no longer available, to allow general price increases/decreases, or to allow for new product availability at contract renewal time. One (1) copy of any new price list must be sent to the Commodity Specialist for approval. Such changes shall be based on general industry changes as evidenced by the printed price lists or supplements. The prices quoted shall be firm except that the Commonwealth shall receive the benefit of any decline that the contractor shall offer to their other accounts. Requests for price changes shall be received in writing at least fifteen (15) business days prior to their effective date with a copy of the new price list being furnished to the Department of General Services, Commodity Specialist of record. Commodity Specialist will issue a change notice indicating the acceptance of the new price list before the price list becomes effective. In the event that new prices are not acceptable, the contract may be cancelled.

4. Acknowledgement of Order.

The Contractor must acknowledge receipt of an order within ten (10) calendar days from the day the purchase order is issued to the Contractor. To ensure timely delivery, the Ordering Agency and participating Local Public Procurement Units should follow up on orders if written acknowledgement is not received within ten (10) calendar days.

5. Delivery/Installation

The Contractor(s) must make delivery/installation no later than thirty (30) calendar days after acknowledgement of purchase order for caps, bed covers, and accessories. This period is based on small quantities of ordered products. For large orders, the Contractor will work with the requesting agency or Local Public Procurement Unit to specify a reasonable delivery time for both parties. Contractor must provide twenty-four (24) hour notice prior to pick up of trucks or installation to requesting agency contact specified on purchase order.

Accessories are to be delivered/installed within a twenty-five (25) mile radius of the following address:

DGS, Bureau of Vehicle Management, 2221 Forster St., Harrisburg, PA 17125.

In addition to on-site delivery/installation, the awarded Contractor must be capable of transporting trucks to their site for installation and returning the trucks after caps, and/or bed covers are installed.

During the term of the Contract, CWOPA reserves the right to work with the Contractor(s) to identify additional delivery/installation locations across CWOPA. Additional delivery/installation costs, if any, will be determined through negotiations with the Contractor(s).

CWOPA agencies located outside of the twenty-five (25) mile delivery/installation radius of the DGS, Bureau of Vehicle Management, 2221 Forster St., Harrisburg, PA 17125 have the option to not use this contract and make comparable purchases in compliance with the CWOPA Procurement Handbook.

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6. **WARRANTY:** Cap/Cover/Accessories warranties must be provided as follows:

Paint – Manufacturer’s Warranty
Structure – Lifetime
Hardware – One (1) Year

Additionally, Contractor must guarantee workmanship and cap/cover installation to be free from defect for three (3) years from the date of installation.

7. Resolution.

Any questions or problems pertaining to acquisition of pickup truck caps/bed covers by participating Local Public Procurement Units and their use of the Contract should be accomplished in a timely manner and all contact pertaining to these questions or problems should be directed to Alfonzo J. Robinson at arobinson@pa.gov and 717-346-8181.

8. Eligibility

In order to be eligible for award, a bidder must be the manufacturer of offered products or an authorized dealer or supplier of manufacturer’s products. If a bidder is not the manufacturer of offered products, bidder must include with its bid a letter signed by the manufacturer stating the bidder is authorized to sell the manufacturer’s products. The manufacturer will honor any responsibilities under warranty for products sold by bidder, if bidder fails to perform such service. Bidders failing to provide signed, manufacturer’s letter attesting to authorization to sell manufacturer’s product may result in rejection of bid.

9. Authorized Dealer/Franchiser.

To be eligible for award, a bidder must be an Authorized/Franchised dealer representing the manufacturer of accessories offered to the Commonwealth of Pennsylvania.

10. Iran Free Procurement Certification & Disclosure

Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response. See the following web page for current Iran Free Procurement list: <http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#.WDNfJJqo6Ht>

11. COSTARS Program Clause

COSTARS Purchasers. Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members’ participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. A “local public procurement unit” is:

- Any political subdivision (local government unit), such as a municipality, school district, or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax-exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

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The Department reserves the right to review and determine eligible applicants as local public procurement units on a case-by-case basis.

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:
 - The Pennsylvania Turnpike Commission;
 - The Pennsylvania Housing Finance Agency;
 - The Pennsylvania Municipal Retirement System;
 - The Pennsylvania Infrastructure Investment Authority;
 - The State Public School Building Authority;
 - The Pennsylvania Higher Education Facilities Authority, and
 - The State System of Higher Education.

The COSTARS Program is not available for use by Executive Agencies and Independent Agencies as defined by the Commonwealth Procurement Code, or any agency or entity using funds appropriated to the Department of General Services through Capital Budget Project Itemization legislation for the procurement of furniture, fixtures, and equipment.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.costars.state.pa.us/SearchCOMember.aspx>.
- B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, 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 a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
 - C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders ("POs") to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
 - D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
 - E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor's classification:

Contractor Classification	Required Administrative Fee
DGS-verified Small Diverse Business Bidder	\$166
DGS Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

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1. Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the bid submittal.
 2. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to "Commonwealth of PA". The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.
- F. DGS has registered the COSTARS name and logo (together, the "COSTARS Brand") as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.
1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
 2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - a. The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - b. The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - c. The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
 - d. Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
 - e. The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
 - f. The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.
- G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
1. The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous>, Enterprise Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.

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2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
 3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.
- H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.costars.state.pa.us.
1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.costars.state.pa.us, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
 2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail GS-PACostars@pa.gov

12. Specification Questions

Should you have questions or concerns with the contract specifications, please email them to Alfonzo J. Robinson at arobinson@pa.gov before the questions cut-off date and time, February 8, 2017 at 12:00 p.m. Please note that this date/time supersedes the 48-hour time frame before the solicitation closes that is listed on the contract terms and conditions.

Should you require assistance with the bidding process, you may call Alfonzo J. Robinson at (717) 346-8181 at any time before the solicitation closes.