

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACT SCOPE/OVERVIEW: This Collective No. **CN00034681** (identified here and in the other documents as the "Contract") will cover the requirements of Highway Inlet Boxes, Grates and Frames for the All Using Agencies of the Commonwealth.

CONTRACT TERMS AND CONDITIONS/ORDER OF PRECEDENCE:

Invitation for Bid No. **CN00034681** is comprised of the following documents that are incorporated by reference and are listed in order of precedence in the event of a conflict between the documents:

1. These Special Terms and Conditions and any attachments referenced herein;
2. Standard Contract Terms and Conditions for Department of General Services Statewide Contracts for Supplies - SAP, GSPUR-12E, (**Rev 12/17/07**) which can be found at http://www.dgsweb.state.pa.us/comod/CurrentForms/GSPUR12E_SAP.doc
3. General Conditions and Instructions to Bidders for Supplies for RFQ-Invitation for Bids, STD-203 (SAP), (1/17/03), which can be found at http://www.dgsweb.state.pa.us/comod/CurrentForms/STD203_SAP.doc

MODIFICATIONS TO STANDARD TERMS AND CONDITIONS: Updated versions of the Nondiscrimination/Sexual Harassment Clauses (Paragraph 24), Contractor Integrity Provisions (Paragraph 25), and Contractor Responsibility Provisions (Paragraph 26) can be found at the locations indicated below. The updated clauses found at these links supersede the versions of these clauses found in the Standard Contract Terms and Conditions for Department of General Services Statewide Contracts for Supplies incorporated by reference above.

- **Nondiscrimination/Sexual Harassment Clause** (Contracts) (8/19/2010), which can be found at: http://www.dgsweb.state.pa.us/comod/CurrentForms/Nondiscrimination_Contracts.doc
- **Contractor Integrity Provisions (7/30/2010)**, which can be found at: <http://www.dgsweb.state.pa.us/comod/CurrentForms/ContractorIntegrityProvisions.doc>
- **Contractor Responsibility Provisions (7/30/2010)**, which can be found at: <http://www.dgsweb.state.pa.us/comod/CurrentForms/ContractorResponsibilityProvisions.doc>

RECIPROCAL LIMITATIONS ACT

This procurement is subject to the Reciprocal Limitations Act. Bidders must complete and submit with the Bid Response that State of Manufacture Chart which is contained in Reciprocal Limitations Act Requirements (GSPUR-89), found at <http://www.dgsweb.state.pa.us/comod/CurrentForms/GSPUR89.doc> and which is also attached to and made part of this IFB. The completed State of Manufacture Chart should be submitted in the same sealed envelope with the bid response. If the State of Manufacture Chart is not submitted with the bid response, the Bidder shall have three (3) days from the date of notification by the Department to submit the form or their bid may be deemed to be non-responsive.

TERM OF CONTRACT: The Contract shall commence on the Effective Date no earlier than October 1, 2011 – September 30, 2013..

OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

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

OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE: The Department of General Services reserves the right to purchase supplies covered under this Contract through a separate competitive bidding procedure, whenever the department deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the supply exists or the price offered is significantly lower than the Contract price.

ADDRESS OF PURCHASE ORDER: Commonwealth agencies may issue purchase orders against this Contract for supplies required by the agencies (using agencies). Please state below where the Purchase Orders should be sent (name, address, city, state, zip code).

Contact person: _____

Telephone Number: _____

E-mail Address: _____

QUALIFICATIONS: Material must be supplied from a source of supply approved and listed in PennDOT Publication 35, Bulletin 15, "Approved Construction Materials", prior to the time and date of the bid opening or the bid may be rejected. Vendor's interested in becoming approved for future contracts should contact DOT's Bureau of Project Delivery, Material Testing Division at 717-787-8368.

Bidder shall list their source(s) of manufacturer: _____

SPECIFICATIONS: PennDOT Pub 408, latest edition; and all supplements thereto; PennDOT Pub 72M latest edition with special attention to Standard RC-45M, RC-46M, and all supplements thereto. To view or order publications/drawings, visit the PennDOT Website – <ftp://ftp.dot.state.pa.us/public/PubsForms/Publications/PUB%2012.pdf> or call 717-787-6746.

Type D-H Inlet Box, Pre-cast, must be produced in accordance with PennDOT approved drawings per PennDOT Pub 72M, RC-46M.

All inlet boxes and concrete top units shall have lifting holes or lifting devices. Lifting holes shall be clear of reinforcement wire and bar.

All inlet boxes shall be provided with two (2) holes to accommodate six (6) inch plastic under-drain unless specified otherwise. The side and height from the invert shall be determined at the time of order.

Inlet boxes that exceed 5' in height shall include steps per PUB 46M, General Notes Item #16, at no additional cost.

Hole size or knockout panel size will be specified at the time of order.

HEIGHT ADD-ON: Items **2, 4, 10, or 13** will apply when the Department requires a height increase to inlet boxes or risers. Height add-ons will be ordered in **3 inch** increments for boxes and **6 inch** increments for Risers and will be in addition to the standard inlet box or riser height. Vendors shall bid one unit price for each increment.

MINIMUM ORDER QUANTITY FOB DELIVERED: There is no minimum quantity and all orders are FOB destination.

ESTIMATED QUANTITIES: The estimated quantities that are shown are for a two year period.

FOB SOURCE OF SUPPLY DISCOUNT All items shall be available for pickup by All Using Agencies at Vendor's source of supply. Department will coordinate pickup date and time with awarded vendor. Bidders shall bid a price discount when materials are picked up at the source. Discount shall be a straight percentage that results in a price lower than the delivered price for the items which will be applied to the total amount of the order.

_____ **% DISCOUNT for Source Pickup**

DELIVERY: FOB Destination within awarded District as follows: Items 3 through 7, 11 through 18, 20 - within 30 calendar days after receipt of order; Items 1, 2, 8, 9, 10, 21,22 - within 60 days after receipt of order. Delivery shall be made on an open bed truck or tailgated (except for Item 18, which may be shipped UPS).

DELIVERY USING A BOOM TRUCK: In the event the Commonwealth requires material to be delivered and unloaded using a truck equipped with a boom, crane or similar device to facilitate such delivery and unloading, the amount for such delivery will be bid on Line Item **Lump Sum for Boom Truck**, however, this price is not used in determining award. If vendor will supply boom truck at no additional cost, enter a "0" on the bid sheet. Vendors desiring not to provide this item shall insert "**WNS**" (will not supply).

LIQUIDATED DAMAGES: If any item is not delivered within the time limits specified, the delay will interfere with the proper implementation of the Commonwealth's programs utilizing the item to the loss and damage of the Commonwealth. From the nature of the case it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action. The Commonwealth and the awarded vendor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be **\$50.00** per calendar day, and they agree that in the event of any such delay, the awarded vendor shall pay such amount as liquidated damages and not as a penalty. The Commonwealth at its option for amounts due the Commonwealth as liquidated damages may deduct such from any money payable to the awarded vendor or may bill the awarded vendor as a separate item. The Commonwealth shall notify the awarded vendor in writing of any claims for liquidated damages pursuant to this paragraph before the date the Commonwealth deducts such sums from money payable to the awarded vendor.

METHOD OF AWARD: Award will be made on a District basis for each group, as follows: Items 1 through 9 will be awarded as a group; Items 10 through 16 will be awarded as a group; and Items 17 through 22 will be awarded as a group. All items within a group must be bid. This information is contained in Attachment III - Supplier Price Submittal Sheet. There are tabs at the bottom of the spreadsheet for each District – See Attachment I-County Index by District.

However, the Commonwealth reserves the right to award all line items to a single bidder statewide if the overall pricing is most advantageous to the Commonwealth and if the vendor can provide the supplies on a statewide basis (all districts included). See Tab marked “Statewide Bid” Bidders who wish to provide a Statewide bid must also complete the Group Award Pricing by individual Districts and must provide pricing for all line items within the group.

A copy of Attachment III – Supplier Price Submittal Sheet must also be downloaded onto your CD or floppy disk and accompany your hard copy bid.

NOTE: All line items within a group must indicate a dollar amount. All items on the statewide sheet must also indicate a dollar amount. The use of text such as “no charge, free or zero” is unacceptable. The use of a numeric zero is also unacceptable. Failure to properly bid on all lines items within the group shall result in rejection of your bid.

NOTE: A minimum quantity of **one (1)** was inserted for bid and award purposes. Actual needs may be **zero (0)**.

ADDITIONAL MATERIALS: Additional materials that are reasonably construed to be within the scope of this contract may be added to the contract through mutual agreement of the supplier the Using Agency, and the Department of General Services contract manager. When a need is identified for an additional material not currently on the contract, suppliers on the contract will be afforded the opportunity to provide the material. Fair and accepted pricing will be comparable to similar items or the appropriate based line items.

PRICE ESCALATION CLAUSE: This clause is applicable for each renewal period after the initial contract period beginning October 1, 2011. Take the data from the Producer Price Index for the base month of June 2011 for two categories - Iron & Steel - **Series ID WPU101** which is **255.6** and Concrete Ingredients - **Series ID WPU132** which is **235.1** and compares those numbers to the data from September 2011. Add the data together and divide by 2. Subtract that average from the June 2011 base PPI. This would give you the percentage difference. Multiply the percentage difference by the current price factor, which would be shown on the contract. The result would be added to the current price to obtain the new price for the renewal period.

INVOICING:

A. **Submitting Invoices:** Vendor must submit one complete original invoice to the “Bill To” address on the Purchase Order and include the following items:

1. Mandatory Items
 - a. Vendor Name and Address
 - b. Purchase Order Number
 - c. Invoice Date
 - d. Invoice Number
 - e. Invoice Quantity
 - i. It is very helpful if invoices reflect quantities per delivery and delivery date for each line item on the invoice. Grouping multiple day deliveries on an invoice requires the Commonwealth to determine which Goods Receipt (GR) in our system match the appropriate invoice. This can cause delays and in some cases more information requested in order to make determination.
- f. Invoice Gross/Total Amount

- i. Items on invoice should be listed by unit price and extended price, and grand total due for all items on the invoice.
 2. Preferred Items
 - a. SAP Vendor Number
 - b. Delivery Date
 - c. Purchase Order Line Item Number referenced on invoice line items.
- B. **Decimals and Rounding:** Decimal places for delivery ticket quantities and invoice quantities must be limited to two places (hundredths). If the third digit is 5 or greater, round to the next highest hundredth digit place. If the third digit is less than 5, round to the next lowest hundredth digit place.
- C. **Rejection of Invoices:** The Commonwealth may reject invoices which contain incomplete information, inaccurate information, are for materials or services outside of purchase order validity dates, or are believed to be duplicates. Invoice rejections will be communicated to the vendor by letter indicating the reason for rejection and corrective actions needed. Vendors can help prevent delays in payment due to rejections by ensuring all invoicing information is complete, accurate and submitted timely after delivery of service or materials.
- D. **Corrected Invoices:** If a corrected invoice is required as a result of a rejection or for other reasons, it is important for timely processing that the following guidelines be followed:
 1. The corrected invoice should be stamped with "Corrected Invoice" in a manner which makes it clearly visible without covering other information.
 2. The corrected invoice number needs to be labeled as such, along with the original invoice number being replaced clearly designated. Both invoice numbers are required to avoid delays in payment.
 3. A concise description of the reason for the correction should be placed on the invoice if possible. The description can be on separate attachment if necessary, but is not preferred.
- E. **Duplicate Invoices:** Vendors should only submit original invoices once as described above. Multiple submissions of the same invoice will not result in faster payment. To the contrary, duplicate invoice submission will result in a delay due to increased research needed to resolve. If you have doubts that your invoice was received please use the contact information below to verify if resubmission is needed prior to sending.
- F. **Contact Information for Invoicing:**
 1. For invoice status inquiries – Vendor may check payment status of submitted invoices by accessing Comptroller Office website @ www.comptrolleroperations.state.pa.us. Select Vendor Resources from the navigation links on left.
 2. For other invoice questions – use the website address above however; select Payable Services Call Center from the navigation links on left.
 3. For questions regarding your purchase order or contract please contact the "Purchasing Agent" listed on your purchase order or contract.

STEEL PRODUCTS PROCUREMENT ACT "B": The items provided under any contract awarded pursuant to this invitation to bid must be made from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. If a product contains both foreign and United States steel, such product shall be determined to be a United States steel product, only if at least 75% of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States.

When unidentified steel products are supplied under a contract, before any payment will be made, the contractor must provide documentation including, but not limited to, invoices, bills of lading and mill certification that the steel was melted and manufactured in the United States.

If a steel product is identifiable from its face, the contractor must submit certification which satisfies the using agency that the contractor has fully complied with this provision.

The Department shall not provide for or make any payments to any person who has not complied with the Act. Any such payments made to any person by the Department which should not have been made as a result of the Act shall be recoverable directly from the contractor, subcontractor, manufacturer or supplier who did not comply with the Act.

In addition to the withholding of payments, any person who willfully violates any of the provisions of the Act shall be prohibited from submitting any bids to any public agency for a period of five (5) years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the Act is a subcontractor, manufacturer or supplier, such person shall be prohibited from performing any work or supplying any materials to a public agency for a period of five (5) years from the date of the determination that a violation has occurred.

The contractor shall include the provisions of the Steel Products Procurement Act in every subcontract and supply contract, so that the provisions of the Act shall be binding upon each subcontractor and supplier.

RIGHT TO KNOW LAW

A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

B. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

C. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

D. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure,

the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

F. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

G. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

H. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

I. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

EMERGENCY DELIVERY PROVISION

In the event of, and for the duration of, any state of emergency or disaster declared by the Governor, the supplier for any county in which the emergency of disaster is officially declared shall attempt to provide continuous twenty-four hour service as directed by the Commonwealth. For the purpose of maintaining necessary communications and services, the Contractor has designated, in the space provided below, a primary and if available, a secondary contact person or title. The Contractor guarantees that the persons so designated will be available throughout the emergency.

<u>County</u>	<u>Facility Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>

REV. 07-28-11

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).

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 term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the Procurement Code.

However, elements of the court system, the General Assembly, and independent agencies, boards, or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services, and construction.

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.dgsweb.state.pa.us/COSTARSReg/Member.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
Qualified Small Business Bidder , defined as having less than 100 full-time employees or full-time equivalent employees and Gross Annual Revenue less than \$20,000,000 (\$25,000,000 for IT sales or service businesses)	\$500
All Other Bidders	\$1,500

- 1. **Each bidder electing to permit COSTARS Members to participate in the Contract must pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is asserting that it is a Qualified Small Business, a completed Department of General Services Small Business Certification must be returned with the bid package.**
 - 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 via the web-based COSTARS Suppliers' Gateway at www.dgs.state.pa.us/costars. 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.
 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.dgs.state.pa.us/costars
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.dgs.state.pa.us/costars, 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@state.pa.us

If your firm is awarded a Contract, does it agree to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract? If your answer is "YES", your firm agrees to pay the applicable Administrative Fee (\$1500 or \$500 for Qualified Small Businesses) at the beginning of each contract year and upon each contract renewal date.

Please Answer: YES _____ NO _____

If you are asserting that your firm is a Qualified Small Business, have you completed, signed and included with your bid the required Department of General Services Small Business Certification form?

Please Answer: YES _____ NO _____

INQUIRIES: Direct all technical questions via e-mail concerning the material in this bid to:

Michelle L. Scott
miscott@pa.gov
Department of General Services
Bureau of Procurement
555 Walnut Street
6th Floor Forum Place
Harrisburg PA 17101
717-703-2942