

**COSTARS INVITATION FOR BIDS
SUMMARY SHEET**

Contract No.: COSTARS-29
Description of Supply: Grounds Keeping Services and Supplies
Solicitation Start Date: 12/12/2011
Bid Opening Date: Bids will be accepted at the address below on any given Commonwealth business day. Any bid received after the Bid Opening Time will be opened on the next Commonwealth business day.
Bid Opening Time: 1:30 PM Eastern
Bid Opening Location: DGS BUREAU OF PROCUREMENT – BID ROOM
 555 WALNUT STREET, 6TH FLOOR
 HARRISBURG, PA 17101-1914

Dear Supplier:

The Department of General Services (DGS) invites you to submit a response to the attached INVITATION FOR BIDS (IFB). DGS will award contracts to all responsive and responsible bidders to provide **Grounds Keeping Services and Supplies** as described in the IFB (see Section 2 of the *Special Terms and Conditions* for details) to local public procurement units and state-affiliated entities (together, "Purchasers") registered as members with the COSTARS Program. A complete list of currently registered COSTARS members, as well as more information about the program, can be found on the Suppliers' area of the DGS COSTARS web-pages at www.costars.state.pa.us.

This IFB is designed to provide purchase options and competitive pricing to COSTARS members throughout the Commonwealth who may wish to purchase **Grounds Keeping Services and Supplies** under the Contract. Although pricing will not be a factor in contract award, pricing may be a consideration when Purchasers select a Supplier and place their orders. Consequently, each bidder should present their very best response to this IFB. Suppliers may offer pricing using any of the options stated in the Pricing Section of the *Special Terms and Conditions*. ONLY COSTARS member local public procurement units and state affiliated entities may purchase from any COSTARS contract resulting from this IFB. Commonwealth executive and independent agencies do not make purchases through COSTARS-exclusive contracts.

The following documents comprise this Invitation For Bids package:

1. Instructions To Bidders for COSTARS Contracts (COSTARS ITB REV. 01/17/2017)	6. GSPUR-89 Reciprocal Limitations Act Requirements
2. Attachment A Doing Business with the Commonwealth	7. Addendum(s) (if applicable)
3. COSTARS Bid/Contract (GSPUR-15COSTARS REV 12/19/2013)	8. COSTARS Contract Special Terms and Conditions (COSTARS SpTsCs REV 12/10/2009)
4. Corporate Certification (if applicable)	9. COSTARS Contract Standard Terms and Conditions (COSTARS STD REV 01/17/2017)
5. Bid Item Workbook and Checklist	

These documents are available on the DGS COSTARS web-pages at www.costars.state.pa.us, COSTARS Bidding Opportunities.

The bidder shall ensure that it is registered to do business with the Commonwealth of Pennsylvania and that its business information is accurate (refer to Attachment A, *Doing Business with the Commonwealth*, for guidance).

In addition to complying with the bid submission requirements of Section 1 of the *Instructions to Bidders*, each bidder must submit one hard (printed) copy of its bid in its bid package as stated in this IFB. Also, the bidder is encouraged to include in its bid package an electronic submission of all offered items and pricing on a compact disc or USB flash drive and in an unprotected format (Microsoft Word or Excel).

Please note that all contractors are required to pay the appropriate Administrative Fee in each contract period as more fully described in Section 9 of the *Instructions to Bidders*.

DGS will accept written questions and comments concerning this procurement via email to takpan@pa.gov.

Sincerely,

Tera Akpan, Commodity Specialist
Bureau of Procurement

INSTRUCTIONS TO BIDDERS FOR COSTARS CONTRACTS

1. **BID SUBMISSION:**

The Department of General Services (DGS) requests bids for the services or item(s) described in the Invitation for Bids. The Invitation for Bids Summary Sheet, the COSTARS Bid/Contract form, these Instructions To Bidders For COSTARS Contracts, the COSTARS Contract Standard Terms and Conditions ("Standard Terms and Conditions"), the COSTARS Contract Special Terms and Conditions ("Special Terms and Conditions") and all the documents referenced on these forms will be referred to collectively as the IFB, and the COSTARS Contract that may be awarded as a result of this IFB will be referred to as the "Contract" in this document.

a. The Bidder must complete the COSTARS Bid/Contract form with the information relevant to the bid, including the Bidder's name and address; federal identification number or social security number; contact person name, telephone and fax numbers, and e-mail and web addresses; prompt payment discount (if any); and number of days required for delivery following receipt of any purchase order ("PO") issued under the Contract.

b. The individual(s) signing the Bid must be authorized to sign for and to bind the Bidder to provide the item(s) at the price(s) and in accordance with the terms and conditions set forth in the Bidder's Bid and in the IFB.

c. The Bidder must sign the Bid in ink. DGS will reject any bid priced or signed in pencil.

d. The Bidder shall submit its Bid, consisting of the completed and signed COSTARS Bid/Contract form and all other documents required by the IFB, in a sealed envelope clearly marked "Bid" on the front near the submission address. The front of the Bid envelope must also include the assigned Contract number.

e. Each Bidder is responsible to ensure that DGS receives the Bid in the DGS bid room, located off the Bureau of Procurement lobby on the sixth floor of Forum Place ("Bid Room") identified on the Invitation for Bids summary sheet, for bid opening. Any bid received after the time set for the opening of Bids ("Bid Opening Time") will be opened on the next Commonwealth business day. In the event that, due to inclement weather, natural disaster, or other cause, the DGS office where the Bid Room is located is officially closed, the Bid opening shall be automatically postponed until the next Commonwealth business day at that location, unless DGS otherwise notifies the Bidders. The Bid Opening Time shall remain the same for any opening automatically occurring on the next Commonwealth business day.

Bidders should address their bid packages to the DGS Bureau of Procurement, Bid Room, 555 Walnut Street, 6th Floor, Harrisburg, PA 17101-1914, regardless of their chosen method of delivery. A "Mailed Bid" (the term connotes any bid submitted through the United States Postal Service or any other third party carrier) will be routed through the Commonwealth's central mail processing location ("Central Processing") before arriving at the DGS Bid Room. The US Postal Service and other delivery carriers are familiar with the Commonwealth's mail processing requirements.

f. DGS will open all Bids timely received in the Bid Room publicly, in the presence of one or more witnesses, at the Bid Opening Time and in the Bid Opening Room.

g. Bids must be firm, with no qualifications. If a Bid is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the IFB, DGS will reject the Bid. If the items the Bidder offers are not in conformance with the Contract specifications, as determined in the DGS's sole discretion, DGS will reject the Bid.

h. DGS strongly encourages the Bidder to submit its bids in electronic form, on CD or diskette, in addition to submitting the printed copy required in Subsection 7.e. Electronic submission will ensure that the widest range of bid information is available from the DGS COSTARS contract website. The Bidder shall ensure that any electronic bid documents it may transmit in response to this Invitation For Bids is virus-free and in a format (e.g. Microsoft Word, Excel, Adobe Acrobat) accessible by DGS.

2. BIDDER'S REPRESENTATION AND AUTHORIZATION:

a. Each Bidder, by making its Bid, understands, represents, and acknowledges all of the following terms:

1. The Bidder has read and understands the terms and conditions of the IFB and makes its Bid in accordance with those terms and conditions.

2. The items offered in the Bid will conform to the specifications in the IFB, without exceptions or qualifications.

3. The Bidder has determined its Bid prices and amounts independently, without consultation, communication, or agreement with any other contractor, bidder, or potential bidder, excepting contacts with potential subcontractors or suppliers for this Contract.

4. The Bidder has not disclosed the Bid prices or amounts to any other firm or person who is a bidder or potential bidder, nor will the Bidder disclose the Bid prices or amount to such persons before Bid Opening Time.

5. The Bidder has not attempted, and agrees it will not attempt, to induce any firm or person to refrain from bidding on the Contract, to submit a bid higher than the Bidder's price(s) or amount, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

6. The Bidder submits its Bid in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

7. To the best of the knowledge of the person signing the Bid for the Bidder, the Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as disclosed by the Bidder in its Bid.

8. Neither the Bidder, nor any of its subcontractors or suppliers included in this Bid, is under suspension or debarment by the Commonwealth, or any governmental entity, instrumentality, or authority, and if the Bidder cannot so certify, then it shall submit with its Bid a written explanation of why it cannot make such certification.

9. To the best of the knowledge of the person signing the Bid for the Bidder, except as the Bidder has otherwise disclosed in its Bid, the Bidder has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Bidder that is owed to the Commonwealth.

10. All of the Bidder's information and representations in the Bid are material and important and will be relied upon by the Commonwealth in awarding the Contract and by any Purchaser issuing a PO under the Contract. DGS will treat, and any Purchaser may treat, any Bidder misstatement as fraudulent concealment of the true facts relating to the Bid submission, as a punishable offense under Section 4904 of the Pennsylvania Crimes Code, Title 18 of the Pennsylvania Consolidated Statutes.

11. In accordance with Section 6 of the Standard Terms and Conditions, the Bidder understands that it has no expectation or guarantee of any specific quantity or number of POs from prospective Purchasers.

12. Neither DGS nor any Commonwealth agency will make purchases under the Contract. Only third-party Purchasers as defined in Section 2 of the Standard Terms and Conditions may issue Contract POs.

b. Each Bidder, by making its Bid, authorizes all Commonwealth agencies to release to DGS information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

c. If DGS awards a Contract to the Bidder, the Bidder agrees that it intends to be legally bound to the Contract, which is formed between DGS and the Bidder, and to any PO from a Purchaser under the Contract.

3. PRICES:

DGS will require each Contractor to provide the awarded items to Purchasers issuing POs under this Contract at the prices quoted in the Bid for the duration of this Contract. The Contractor may offer voluntary price reductions and provide the awarded items at prices that are lower than its Contract prices.

4. CONTRACT DELIVERABLES:

Unless otherwise specified in the Special Terms and Conditions, all products offered by Bidders must be new or remanufactured. A "new" product is one for which the Purchaser will be the first user after the product is manufactured or produced. A "remanufactured" product is one that:

- has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item;
- does not, in DGS's sole discretion, differ in appearance from a new item; and
- has the same warranty as a new product.

Unless otherwise specified in the Special Terms and Conditions, a Bidder may propose only new and remanufactured products in its Bid. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product itself is new or remanufactured.

5. MODIFICATION OR WITHDRAWAL OF BID:

A Bidder may withdraw or modify its Bid only in accordance with the following requirements:

a. A Bidder may modify its Bid prior to the Bid Opening Time as follows:

1. If a Bidder intends to modify its Bid by written notice, the Bidder must deliver the Bid modification in a sealed envelope with a notation on the cover identifying the assigned Contract Number, marked with the words "Bid modification" on the face of the envelope. The notice contained in the sealed envelope must identify the particular Bid to be modified, including the specific modification being made, and the Bidder must sign the notice in ink, including evidence of authorization for the individual signing to modify the Bid on the Bidder's behalf. DGS will reject any Bid modification received after the Bid Opening Time.

2. If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Room prior to the Bid Opening Time, show a photo identification, and provide evidence of his/her authorization by the Bidder to modify the Bid. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of a DGS employee, who will observe the Bidder representative's actions to modify the Bid without reading either the original Bid or the modification.

b. A Bidder may withdraw its bid prior to the exact Bid Opening Time as follows:

1. If a Bidder intends to withdraw its Bid by written notice, the Bidder must deliver a written withdrawal that specifically identifies the Contract number for the Bid being withdrawn. The Bidder must sign the notice in ink, including evidence of authorization for the individual signing to withdraw the bid on the Bidder's behalf. Except as provided in Subsection 5.c. of these General Conditions, DGS will reject any Bid withdrawal received after the Bid Opening Time.

2. If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Room prior to the Bid Opening Time, show a picture

identification, and provide evidence of his/her authorization by the Bidder to withdraw the Bid.

c. A Bidder is permitted to withdraw a Bid after the Bid Opening Time only under the following conditions:

1. The Bidder submits a written request for withdrawal.

2. The Bidder presents credible evidence in its written request that the reason for a lower Bid price was a clerical or mathematical mistake as opposed to a mistake in judgment and was due to an unintentional arithmetical error/omission of a substantial quantity of work, labor, material, or services in the direct computation of the Bid amount.

3. The Bidder's request for relief with supporting documentation of the error must reach the Issuing Office within three business days after the Bid opening, and before the Contract award.

4. The Bid withdrawal cannot result in the award of the Contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the Bidder has a substantial interest.

5. The Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.

d. Except as provided in subsection c. of this Section 5., a Bidder may not modify, withdraw, or cancel its Bid for a minimum period of 90 days following the date of Bid opening. This award period may be extended by mutual agreement. If the Bidder withdraws its Bid (except as permitted in subsection c.) prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB, including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to DGS for costs and damages associated with any re-award or re-bid.

e. After the receipt of Bids, the Issuing Office shall have the right to contact any Bidder to:

1. clarify the Bid to confirm the Issuing Office's understanding of statements or information in the Bid, or

2. obtain additional information on the items offered, provided the IFB does not require the rejection of the Bid for failure to include such information.

6. REJECTION OF BIDS:

DGS reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid in the best interests of the Commonwealth, as determined in DGS's sole discretion. An unsigned Bid is not a waivable technical defect or informality.

7. AWARDS:

DGS is using the multiple award method of contract award as set forth in Section 517 of the Commonwealth Procurement Code, 62 Pa.C.S. § 517, to contract for the items covered by this IFB. Unless DGS rejects all Bids, and except as otherwise provided by law, DGS will award a COSTARS contract by issuing a copy of the fully-executed and approved contract documents to all responsible and responsive Bidders.

a. To be eligible for Contract award, a Bidder must be a manufacturer, wholesaler, dealer, distributor, or reseller of the offered goods. A Bidder need not offer the full spectrum of goods encompassed in this procurement, but DGS encourages the Bidder to offer the widest possible selection of goods possible within the scope of this Invitation For Bids.

b. If the Bidder is not a manufacturer, it must certify in writing listing all manufacturers for which the Bidder is authorized to sell those manufacturer's goods and materials, as required by this Contract. If the Bidder's authorization is limited to certain geographic areas or products, the Bidder

shall include a description of such limitations in the certification. If the Bidder sells through a manufacturer’s authorized distributor, the Bidder must certify in writing that it is authorized to sell through the authorized distributor. Upon request by DGS, the Bidder must provide written proof from the manufacturer stating the Bidder’s authorization to sell the manufacturer’s products within three (3) days of the request. If the Bidder sells through a manufacturer’s authorized distributor, DGS will accept the distributor’s written authorization to the Bidder permitting the Bidder to sell the manufacturer’s goods and materials. The manufacturer’s written authorization should state that the distributor has the authority to pass the manufacturer’s sales authorization through to the reseller.

c. DGS will award COSTARS contracts by issuing a copy of the fully-executed and approved contract documents to all responsible and responsive Bidders. Because DGS will award a contract to every responsive and responsible Bidder, pricing is not a determinative factor for this procurement. However, the Bidder should understand that its pricing may be a key consideration in a Purchaser’s selection of a Contractor.

d. A Bidder will not be excluded from the bidding process if it is unable to provide a dedicated website for Purchasers (“COSTARS Website”). While DGS strongly encourages the Contractor to provide a COSTARS Website (see Section 9 of the Standard Terms and Conditions), it is not required and will NOT be a factor in contract award.

e. The Bidder shall include one hard (printed) copy of its bid in its bid package. In addition, the Bidder is encouraged to include in its bid package an electronic submission of all offered items and pricing, and to submit the Bid Item Workbook in an unprotected, electronic format (e.g. Microsoft Word, Excel, Adobe Acrobat) on a diskette or CD along with the hard copy.

8. APPLICABILITY:

COSTARS Contracts are solely for the use of local public procurement units and state affiliated entities, as defined in Section 2 of the COSTARS Contract Standard Terms and Conditions. Commonwealth executive and independent agencies are prohibited from procuring items through COSTARS contracts.

9. ADMINISTRATIVE FEES:

DGS will award COSTARS Contracts to Bidders for the sole benefit of the third party Purchasers. Contractors are required to pay the appropriate Administrative Fee in each contract period, including a nonexclusive license to use the COSTARS Brand as more fully described in Section 35 of the COSTARS Contract Standard Terms and Conditions, and according to the following criteria:

Bidder Classification	Required Administrative Fee
Department of General Services Verified Small Diverse Business	\$166
Department of General Services Self-Certified Small Business	\$500
All Other Bidders	\$1,500

If the bidder is a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, the bidder must submit a copy of its active Small Business Contracting Program certificate with its bid.

a. The Bidder must pay the appropriate fee upon request to receive a Contract award. DGS may reject as nonresponsive any Bid where the fee is not submitted within 15 calendar days of request. For any Bidder whose Bid is rejected for other reasons, where the Bidder has paid the fee, DGS will refund the payment.

b. Unless terminated in accordance with the provisions of Subsection 3.c. of the COSTARS Contract Standard Terms and Conditions, the Contract will renew automatically on the anniversary of the Effective Date, (1) provided that the Contractor has submitted a check for the renewal fee made payable to “Commonwealth of PA” for the appropriate amount prior to the renewal date;

(2) either party provides the other party with written notice that it does not intend to renew; or (3) the Contract was earlier terminated in accordance with the provisions of Section 24 of the Standard Terms and Conditions.

10. CONTRACT SECURITY:

No performance security is required for this bid.

11. ESTIMATED QUANTITIES:

As there are multiple awards and no requirement for buyers to purchase from any particular awarded vendor, there is no reliable method to predict with any level of certainty any expected Contract volume.

12. DEPARTMENT OF STATE REGISTRATION:

If the bidder is using a fictitious name on its bid documents, or if the bidder is a foreign corporation (incorporated outside of Pennsylvania), the bidder certifies that its name is recorded accurately on the bid form and that it has complied with the Department of State's registration requirements under Pennsylvania law. See Attachment A for instructions on how to confirm registration on the Department of State's website.

13. BID PROTEST PROCEDURE:

DGS's bid protest procedures are set forth on the DGS website at www.dgs.state.pa.us, and DGS will disregard any protest that is not filed in compliance with these procedures. The Bidder acknowledges that a Contractor may not file any protest, claim, or other action against DGS or the Commonwealth when such action is based upon a PO, and that it shall file any such action directly with the Purchaser.

14. QUESTIONS:

Interested parties shall direct any questions concerning Contract conditions and specifications to the attention of the DGS Commodity Specialist identified in the IFB. DGS will accept written questions and comments concerning this procurement via email to takpan@pa.gov. DGS posts the written questions and official answers on its website to give all prospective bidders equal access to the information. DGS will post all questions and official answers as addenda to the bid documents on the DGS website in the order that questions are received.

Direct all questions concerning this IFB to: Tera Akpan
takpan@pa.gov
c/o DGS Bureau of Procurement
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

Doing Business with the Commonwealth

a. Department of State Registration

Any person or entity doing business under a fictitious name in Pennsylvania must register that name with the Pennsylvania Department of State and any corporation that is not incorporated in Pennsylvania must register with the Department of State if it wants to do business in the Commonwealth (for more specific information on this requirement, see <http://www.dos.pa.gov/BusinessCharities/Business/Pages/default.aspx>). **If your firm is not incorporated or registered in Pennsylvania, you must take action to register prior to being approved for a COSTARS-exclusive contract.**

DGS is asking all bidders *other than individuals using their given names* to supply evidence with the bids to show compliance with these requirements. Specifically, DGS requests that each bidder does the following prior to submitting its bid:

1. Go to the [Searchable Corporations Database](#) link on the DOS website.
2. In the blank space, enter the first words of your business name. *Note: if the business name begins with the word “the” use the next word.* Hit “enter”.
3. All businesses beginning with the words you entered are displayed on the next page(s). Find your business and click on its name.
4. Print out a copy of the page with your business information, and attach it to your bid package.

Registration information, forms, and instructions for those entities not already registered are available online from the Pennsylvania Department of State. The following links will assist you in your filing:

- ◆ [General Information](#)
- ◆ [Filing Guidelines](#)
- ◆ [Foreign Business Corporation](#)
- ◆ [Fictitious Names](#)
- ◆ [Forms](#)
- ◆ [Fees & Payment](#)

b. Department of General Services – SRM Supplier Registration

Supplier Relationship Management (SRM) is a secure, web-based system that allows suppliers to view and respond to current Commonwealth bids, manage account information and access other collaborative functions. Suppliers wishing to take advantage of the features and benefits of this Commonwealth procurement tool are required to complete the electronic registration process. The Pennsylvania (PA) Supplier Portal is your gateway to electronic business with the Commonwealth.

All **Procurement Suppliers** are required to register via the PA Supplier Portal. You are considered a “Procurement Supplier” if one of the following conditions exists:

- ◆ Your company will receive payments from the Commonwealth of Pennsylvania under a contract or purchase order.

Doing Business with the Commonwealth

- ◆ **Your company will receive Request for Quotations, Purchase Orders, or other Procurement documents.**
- ◆ Your company is a construction contractor.

If you already have a six-digit vendor number issued by the Commonwealth, you may already be registered. Even though you may have registered before, it is IMPORTANT that the Commonwealth has the most current information for your company to ensure that you will continue to be notified of bidding opportunities, able to respond to electronic bids, and manage your company's profile. By registering as an existing supplier, you are actually validating the information we currently have on file for your company and modifying any outdated or incorrect information, if necessary.

For more information and to register, please visit the [Supplier Service Center](#) at:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Supplier%20Service%20Center/Pages/default.aspx>

Registering and receiving a vendor number does not mean that you are an awarded supplier and able to sell your products to COSTARS members. To become a COSTARS supplier, you will need to respond to bidding opportunities that are published on the DGS [COSTARS](#) or PA [eMarketplace](#) web-pages. A supplier that successfully responds to a contract solicitation may be awarded a contract.

c. **Department of General Services Small and Small Diverse Business Programs**

The Commonwealth, through the Small and Small Diverse Business Programs, maintains a strong commitment to providing training, technical assistance, and support for small and small diverse business owners to compete for prime and sub-contracting opportunities with the goal of promoting the economic growth and success of these businesses. The Bureau of Diversity, Inclusion, and Small Business Opportunities (BDISBO) assists SDBs and SBs on "How to do Business with the Commonwealth" and with contracting opportunities. Working in concert with the COSTARS team, BDISBO's goal is to continue to promote access in governmental contracting.

For information or assistance on BDISBO's programs, or becoming a DGS self-certified small business or a verified small diverse business contact 717-783-3199 or access the link below:
<http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx#.WG9-K6Mo6tE>.

If you are a DGS Self-Certified Small Business or DGS-verified Small Diverse Business, you must provide a printed copy of your active Small Business Contracting Program certificate with your bid response.

COSTARS BID/CONTRACT

ISSUING AGENCY	CONTRACTOR NAME AND ADDRESS	SHOW THIS CONTRACT NUMBER ON BID ENVELOPE
Commonwealth of Pennsylvania Department of General Services Bureau of Procurement COSTARS Program 555 Walnut Street, 6 th Floor Harrisburg, PA 17101-1914 COMMODITY SPECIALIST: Tera Akpan PHONE NO.: 717-783-5368 FAX NO.: 717-783-6241 CONTRACTING OFFICER: Dawn Eshenour, Chief Supplier Development & Support Division	CONTACT PERSON:	CONTRACT NO. COSTARS-29
	PHONE NO.:	BID OPENING DATE:
	FAX NO.:	BID OPENING TIME: 1:30 PM EST
	BIDDER/CONTRACTOR'S FEDERAL ID NO. OR SOC. SEC. NO.	EFFECTIVE DATE:
	BIDDER/CONTRACTOR'S VENDOR NUMBER	EXPIRATION DATE:
	BIDDER/CONTRACTOR'S E-MAIL	
BIDDER/CONTRACTOR'S WEB ADDRESS		

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL LINE ITEM PRICE
N/A	Grounds Keeping Services and Supplies Refer to attached <i>Special Terms and Conditions</i> Click here to download and complete Bid Item Workbook.	N/A	N/A	N/A	REFER TO BID ITEM SHEET (S)

CHECK HERE IF CONTINUED ON PAGE 2 <input type="checkbox"/>	ALL PRICES ARE F.O.B. DESTINATION	TOTAL BID ▶	REFER TO BID ITEM SHEET (S)
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In addition to this document, the following contract terms, conditions, and specifications are a part of the contract: 1. Instructions to Bidders for COSTARS Contracts (COSTARS ITB REV 01/17/2017) 2. COSTARS Contract Standard Terms and Conditions (COSTARS STD REV 01/17/2017) 3. COSTARS Contract Special Terms and Conditions (COSTARS SpTsCs REV 12/10/2009) 4. Bid Item Workbook and Checklist	The Bidder must pay the appropriate Administrative Fee upon request to receive a Contract award, as more fully described in Section 9 of the <i>Instructions to Bidders for COSTARS Contracts</i> .
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The Commonwealth of Pennsylvania, through the Department of General Services, accepts the Bid of the Bidder/Contractor for the awarded item(s) and agrees to be legally bound hereby. <div style="text-align: center;"> ▼ COMMONWEALTH SIGNATURE ▼ </div> PURCHASING AGENCY HEAD OR DESIGNEE _____ DATE _____	In compliance with the bid and contract terms, conditions, and specifications, the undersigned, on behalf of the Bidder/Contractor, intending to be legally bound hereby, offers and agrees, if the Bid is accepted, to provide the specified item(s) at the price(s) set forth above at the time(s) and point(s) specified. <div style="text-align: center;"> ▼ BIDDER/CONTRACTOR'S SIGNATURE (IN INK) ▼ </div> PRESIDENT/VICE PRESIDENT/MANAGER OF LLC/PARTNER/OWNER* _____ DATE _____ (SIGN BELOW, PRINT NAME, AND CIRCLE TITLE ABOVE)
<div style="text-align: center;"> ▼ APPROVED ▼ </div> TREASURER _____ DATE _____	SECRETARY/ASSISTANT SECRETARY/TREASURER/ASSISTANT TREASURER* _____ DATE _____ (SIGN BELOW, PRINT NAME, AND CIRCLE TITLE ABOVE)

*If someone other than one of these officers signs for the Bidder/Contractor, a copy of a corporate resolution or other appropriate signature authorization must be included with the bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless the Department's Bureau of Procurement has a copy on file.

COMMONWEALTH ATTORNEY APPROVALS APPROVED AS TO FORM AND LEGALITY					
PURCHASING AGENCY ATTORNEY	DATE	OFFICE OF GENERAL COUNSEL (IF REQUIRED)	DATE	OFFICE OF ATTORNEY GENERAL (IF REQUIRED)	DATE
		Pre-approval numbers: 8-K-1520; 8-K-1503; 8-K-1512; 8-K-1541; 8-K-1600		Pre-approval numbers: 8-K-1520; 8-K-1503; 8-K-1512; 8-K-1541; 8-K-1600	

THIS FORM MUST BE PROPERLY COMPLETED, SIGNED AND RECEIVED PRIOR TO BID OPENING TIME AND DATE

CORPORATE CERTIFICATION

As Corporate Secretary of _____ (“Corporation”),
I certify that (please check the appropriate line below):

___ (1) at a meeting held on _____, the Corporation’s Board of Directors approved a resolution authorizing the individuals named below to execute, or

___ (2) the bylaws of the Corporation authorize the following individuals to execute,

in the name of and on behalf of the Corporation, any contract- or bid-related documents required to supply goods or services to the Commonwealth of Pennsylvania, its agencies, boards, commissions, and instrumentalities (collectively, the “Commonwealth”), including, without limitation, bonds, certifications submitted with bid proposals, and receipts in connection with any contract between the Corporation and the Commonwealth:

Name:	Corporate Title:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I also certify that, as of the date I make this certification,

___ (1) the authorizing resolution has not been rescinded by the Board of Directors, or

___ (2) the Corporate bylaws have not been amended to rescind the execution authority of these individuals.

Signature:

_____ Corporate Secretary

_____ Date

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

I. REQUIREMENTS

- A.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

	STATE	PREFERENCE
1.	Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2.	Arizona	5% (construction materials produced or manufactured in the state only)
3.	Hawaii	10%
4.	Illinois	10% for coal only
5.	Iowa	5% for coal only
6.	Louisiana	4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products
7.	Montana	5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials
8.	New Mexico	5%
9.	New York	3% for purchase of food only
10.	Oklahoma	5%
11.	Virginia	4% for coal only
12.	Washington	5% (fuels mined or produced in the state only)
13.	Wyoming	5%

- B.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

	STATE	PREFERENCE
1.	Hawaii	15%
2.	Idaho	10%
3.	Louisiana	3%
4.	Montana	8%
5.	New Mexico	5%
6.	Wyoming	10%

- C.** The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state or exclude bidders from states that exclude nonresident bidders. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

STATE	PREFERENCE
1. Alaska	5% (supplies only)
2. Arizona	5% (construction materials from Arizona resident dealers only)
3. California	5% (for supply contracts only in excess of \$100,000.00)
4. Connecticut	10% (for supplies only)
5. Montana	3%
6. New Mexico	5% (for supplies only)
7. South Carolina	2% (under \$2,500,000.00) 1% (over \$2,500,000.00)
	This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.
8. West Virginia	2.5% (for the construction, repair or improvement of any buildings)
9. Wyoming	5%

STATE	PROHIBITION
1. New Jersey	For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses.

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

STATE	PROHIBITION
1. Alabama	Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . ./and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/
2. Georgia	Forest products only
3. Indiana	Coal
4. Michigan	Printing
5. New Mexico	Construction
6. Ohio	Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General.
7. Rhode Island	Only for food for state institutions.

*If the bid discloses that the bidder is offering to supply one of the above-listed products that is manufactured, mined, or grown in the listed state, it shall be rejected. Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C_above). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE

IV. BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address: _____

- B.** In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:
- 1.** Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: _____
 - 2. a.** If the bidder is a corporation:
 - (1)** The corporation is or is not incorporated under the laws of the Commonwealth of Pennsylvania.
 - (a)** If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: _____
 - (b)** If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: _____
 - (2)** The corporation is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: _____
 - b.** If the bidder is a partnership:
 - (1)** The partnership is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____
 - (2)** The partnership is or is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: _____
 - c.** If the bidder is an individual:

He or she is or is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____



Commonwealth of Pennsylvania

Date: 03/09/2017
 Subject: Grounds Keeping Services and Supplies
 Solicitation/Bid Number: COSTARS-29
 Solicitation Date: 12/12/2011
 Addendum Number: 7

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids).

In accordance with Section 34 (Changes) of the COSTARS Contract Standard Term and Conditions, the Commonwealth has revised and clarified the contract description to be **Grounds Keeping Services and Supplies**. In addition, the Commonwealth has revised and replaced the "Instructions to Bidders for COSTARS Contracts" and "COSTARS Contract Standard Terms and Conditions" to reduce the Administrative Fee for DGS-verified Small Diverse Businesses as well as incorporate current, standard contract provisions.

Finally, the Commodity Specialist is changed from Kathy Lewis to Tera Akpan at phone 717-783-5368 or email takpan@pa.gov.

These changes shall be effective immediately. If a Contractor does not wish to abide by the changed terms, it may opt out of the contract by providing written notice to the Commonwealth.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS Bureau of Procurement
 Bid Room
 555 Walnut Street, 6th Floor
 Harrisburg, PA 17101-1914

When you submit a bid for this procurement, **please attach a copy of this addendum, and a copy of each previous COSTARS-29 addendum, to the original copy of your bid proposal.** If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you MUST acknowledge this addendum prior to the bid opening date. You must also acknowledge any previous addendum not attached to your earlier-submitted bid in writing, to the address listed above, noting your acknowledgement and acceptance of each addendum either by a signature on its face or by separate cover memo.

IF YOU ARE CHANGING ANY BID PRICE(S) FROM A PRIOR BID SUBMISSION, DO NOT FAX this addendum and/or cover memo; you must **furnish these instructions in a sealed envelope to the above address.** Please indicate the contract number (COSTARS-29) on the outside of the envelope. **If you are merely acknowledging this addendum with NO CHANGES** to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,
 Name: Tera Akpan
 Title: Commodity Specialist
 Phone: 717-783-5368
 Email: takpan@pa.gov

Acknowledged by _____
 for _____
 (Name of bidding firm)



Commonwealth of Pennsylvania

Date: 04/25/2014
Subject: Groundskeeping (Grounds/Turf Maintenance)
Solicitation/Bid Number: COSTARS-29
Solicitation Date: 12/12/2011
Addendum Number: 6

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids).

In accordance with Section 34 (Changes) of the COSTARS Contract Standard Term and Conditions, the Commonwealth has revised and replaced the following Invitation for Bids/Contract documents to incorporate recent changes to standard contract provisions:

- COSTARS Invitation for Bids Summary Sheet
- Instructions to Bidders for COSTARS Contracts
- COSTARS Bid/Contract
- Bid Item Workbook and Checklist
- COSTARS Contract Standard Terms and Conditions

In addition, Attachment B Contract Provisions – Right to Know Law is removed. Section 36 of the COSTARS Contract Standard Terms and Conditions replaces Attachment B.

These changes shall be effective immediately. If a Contractor does not wish to abide by the changed terms, it may opt out of the contract by providing written notice to the Commonwealth.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS Bureau of Procurement
Bid Room
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

When you submit a bid for this procurement, **please attach a copy of this addendum, and a copy of each previous COSTARS-29 addendum, to the original copy of your bid proposal.** If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you MUST acknowledge this addendum prior to the bid opening date. You must also acknowledge any previous addendum not attached to your earlier-submitted bid in writing, to the address listed above, noting your acknowledgement and acceptance of each addendum either by a signature on its face or by separate cover memo.

IF YOU ARE **CHANGING ANY BID PRICE(S)** FROM A PRIOR BID SUBMISSION, **DO NOT FAX** this addendum and/or cover memo; you must **furnish these instructions in a sealed envelope to the above address.** Please indicate the contract number (COSTARS-29) on the outside of the envelope. **If you are merely acknowledging this addendum with NO CHANGES** to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Date: 04/25/2014
Subject: Groundskeeping (Grounds/Turf Maintenance)
Solicitation/Bid Number: COSTARS-29
Solicitation Date: 12/12/2011
Addendum Number: 6

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,

Name: Kathy Lewis
Title: Commodity Specialist

Acknowledged by _____

for _____

(Name of bidding firm)



Commonwealth of Pennsylvania

Date: 07/29/2013
 Subject: Groundskeeping(Grounds/TurfMaintenance)
 Solicitation/Bid Number: COSTARS-29
 Solicitation Date: 12/12/2011
 Addendum Number: 5

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids).

In accordance with Section 34, Changes, of the COSTARS Contract Standard Terms and Conditions, the scope of this contract is amended to include "Parking Lot Crack Sealing and Seal Coating (excluding Roadways)". Section 2 of the COSTARS Contract Special Terms and Conditions and the Bid Item Workbook are revised accordingly. This change shall be effective immediately.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS Bureau of Procurement
 Bid Room
 555 Walnut Street, 6th Floor
 Harrisburg, PA 17101-1914

When you submit a bid for this procurement, **please attach a copy of this addendum, and a copy of each previous COSTARS-29 addendum, to the original copy of your bid proposal.** If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you MUST acknowledge this addendum prior to the bid opening date. You must also acknowledge any previous addendum not attached to your earlier-submitted bid in writing, to the address listed above, noting your acknowledgement and acceptance of each addendum either by a signature on its face or by separate cover memo.

IF YOU ARE **CHANGING ANY BID PRICE(S)** FROM A PRIOR BID SUBMISSION, **DO NOT FAX** this addendum and/or cover memo; you must **furnish these instructions in a sealed envelope to the above address.** Please indicate the contract number (COSTARS-29) on the outside of the envelope. **If you are merely acknowledging this addendum with NO CHANGES** to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,
 Name: KathyLewis
 Title: Commodity Specialist

Acknowledged by _____
 for _____
 (Name of bidding firm)



Commonwealth of Pennsylvania

Date: 02/08/2013
Subject: Grounds Keeping (Grounds/Turf Maintenance)
Solicitation/Bid Number: COSTARS-29
Solicitation Date: 12/12/2011
Addendum Number: 4

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids).

In accordance with Section 34 (Changes) of the *COSTARS Contract Standard Term and Conditions*, the Commonwealth has revised and replaced the following Invitation for Bids/Contract documents in accordance with the new **Department of General Services (DGS) Small Business Procurement Initiative** requirements:

- COSTARS Invitation for Bids Summary Sheet
- Attachment A Doing Business with the Commonwealth
- Instructions to Bidders for COSTARS Contracts
- Bid Item Workbook

In addition, Reciprocal Limitations Act provisions are revised. **Form GSPUR-89 entitled *Reciprocal Limitations Act Requirements*** are replaced in entirety.

Also in accordance with Section 35 of the *Standard Term and Conditions*, the scope of this contract is amended to include "**Grounds keeping materials such as mulch, landscaping fabric, seed, trees, shrubs, flowers, and fertilizers**" and "**Parking Lot Line Painting (excluding Roadways)**". The *COSTARS Contract Special Terms and Conditions* are revised and replaced in entirety.

These changes shall be effective immediately. If a Contractor does not wish to abide by the changed terms, it may opt out of the contract by providing written notice to the Commonwealth.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS Bureau of Procurement
Bid Room
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

When you submit a bid for this procurement, **please attach a copy of this addendum and a copy of each previous COSTARS-29 addendum to the original copy of your bid proposal.** If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you MUST acknowledge this addendum prior to the bid opening date. You must also acknowledge any previous addendum not attached to your earlier-submitted bid in writing, to the address listed above, noting your acknowledgement and acceptance of each addendum either by a signature on its face or by separate cover memo.

IF YOU ARE **CHANGING ANY BID PRICE(S)** FROM A PRIOR BID SUBMISSION, **DO NOT FAX** this addendum and/or cover memo; you must **furnish these instructions in a sealed envelope to the above address.** On the outside of the envelope, please indicate the contract number (COSTARS-29). **If you are merely acknowledging this addendum with NO CHANGES** to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Date: 02/08/2013
Subject: Grounds Keeping (Grounds/Turf Maintenance)
Solicitation/Bid Number: COSTARS-29
Solicitation Date: 12/12/2011
Addendum Number: 4

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,

Name: Kathy Lewis
Title: Commodity Specialist

Acknowledged by _____
for _____
(Name of bidding firm)



Commonwealth of Pennsylvania

Date: 02/10/2012
Subject: Grounds Keeping (Grounds/Turf Maintenance)
Solicitation/Bid Number: COSTARS-29
Solicitation Date: 12/12/2011
Addendum Number: 3

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids).

In accordance with Section 34, Changes, of the COSTARS Contract Standard Terms and Conditions, the scope of this contract is amended to **include Tree and Stump Removal**. Section 2 of the COSTARS Contract Special Terms and Conditions and the Bid Item Workbook are revised accordingly.

In addition, the following are questions that the Department of General Services (DGS) has received regarding the above-mentioned Invitation for Bids, along with their official answers.

Q1. Eligibility Requirements include "EVIDENCE OF THREE (3) YEARS OF EXPERIENCE by your firm, your firm's principal(s), or your senior staff in providing the services..." What qualifies as evidence?

A1. DGS will accept any reasonable evidence, such as prior contracts, invoices, incorporation document, sales tax license, etc.

Q2. Eligibility Requirements also include "THREE (3) REFERENCES from clients for whom you have provided services within the last two years." Is this to be a list of clients with all their contact information or an official letter from each client?

A1. DGS will accept either a list of clients with contact information or letters.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS Bureau of Procurement
Bid Room
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

When you submit a bid for this procurement, **please attach a copy of this addendum, and a copy of each previous COSTARS-29 addendum, to the original copy of your bid proposal.** If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you MUST acknowledge this addendum prior to the bid opening date. You must also acknowledge any previous addendum not attached to your earlier-submitted bid in writing, to the address listed above, noting your acknowledgement and acceptance of each addendum either by a signature on its face or by separate cover memo.

IF YOU ARE **CHANGING ANY BID PRICE(S)** FROM A PRIOR BID SUBMISSION, **DO NOT FAX** this addendum and/or cover memo; you must **furnish these instructions in a sealed envelope to the above address.** On the outside of the envelope, please indicate the contract number (COSTARS-29). **If you are merely acknowledging this addendum with NO CHANGES** to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Date: 02/10/2012
Subject: Grounds Keeping (Grounds/Turf Maintenance)
Solicitation/Bid Number: COSTARS-29
Solicitation Date: 12/12/2011
Addendum Number: 3

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,

Name: Kathy Lewis
Title: Commodity Specialist

Acknowledged by _____
for _____
(Name of bidding firm)



Commonwealth of Pennsylvania

Date: 01/13/2012
 Subject: Grounds Keeping (Grounds/Turf Maintenance)
 Solicitation/Bid Number: COSTARS-29
 Solicitation Date: 12/12/2011
 Addendum Number: 2

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids).

The attached are questions that the Department of General Services has received regarding the above-mentioned Invitation for Bids, along with their official answers.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS Bureau of Procurement
 Bid Room
 555 Walnut Street, 6th Floor
 Harrisburg, PA 17101-1914

When you submit a bid for this procurement, **please attach a copy of this addendum, and a copy of each previous COSTARS-29 addendum, to the original copy of your bid proposal.** If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you MUST acknowledge this addendum prior to the bid opening date. You must also acknowledge any previous addendum not attached to your earlier-submitted bid in writing, to the address listed above, noting your acknowledgement and acceptance of each addendum either by a signature on its face or by separate cover memo.

IF YOU ARE **CHANGING ANY BID PRICE(S)** FROM A PRIOR BID SUBMISSION, **DO NOT FAX** this addendum and/or cover memo; you must **furnish these instructions in a sealed envelope to the above address.** On the outside of the envelope, please indicate the contract number (COSTARS-29). **If you are merely acknowledging this addendum with NO CHANGES** to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,

Name: Kathy Lewis
 Title: Commodity Specialist

Acknowledged by _____
 for _____
 (Name of bidding firm)

Date: 01/13/2012
Subject: Grounds Keeping (Grounds/Turf Maintenance)
Solicitation/Bid Number: COSTARS-29
Solicitation Date: 12/12/2011
Addendum Number: 2

QUESTIONS WITH OFFICIAL ANSWERS

Q1. Is there a way to archive the previous contracts to get an idea of how to price?

A1. In an increasing number of jurisdictions, municipalities, etc., budget cuts have resulted in reduced purchases of capital equipment and/or staff reductions necessitating the outsourcing of some or all grounds maintenance needs to professional companies specializing in these services. This is the first COSTARS procurement of Grounds Keeping (Grounds/Turf Maintenance). The COSTARS program does not have data on previous contracts that COSTARS Members may have had.

Q2. The rate per hour fluctuates greatly depending how many workers are needed. Smaller properties might only need 10 laborers versus a larger property needing 20 laborers.

A2. Please refer to Subsection 8.c. of the *Special Terms and Conditions*, which reads in pertinent part, "The bidder may offer any type of discount or other pricing structure, such as multiple discounts for different lines of services, or different price lists, or different classes of Purchasers, or different prices for different quantities of services."

Q3. Also on the bid sheet, there is a rate for planting. Is my rate to only install or does this rate include the planting material?

A3. Please refer to Subsection 3.f. of the *Special Terms and Conditions*, which reads in pertinent part, "Supplier shall provide all management, tools, supplies, equipment, materials, and labor necessary to insure Grounds Keeping (Grounds/Turf Maintenance) is properly performed..."

Q4. Can you provide some examples of ground and turf maintenance work that I will be bidding for?

A4. No. As this is the first COSTARS procurement of Grounds Keeping (Grounds/Turf Maintenance), DGS has not solicited data from COSTARS Members regarding their volume of usage, generally or by specific services, prior to this procurement.

The COSTARS Program contracts do not dictate any specific Grounds Keeping (Grounds/Turf Maintenance) services. Rather, the bidder is free to offer any type or number of items in its bid, so long as the services are within the scope of the Contract. The contract scope as defined in Section 2 of the *Special Terms and Conditions* gives a representative list of the types of services that bidders may offer.

Q5. Is there a deadline on when the bid package has to be submitted?

A5. Bids will be accepted on any given Commonwealth business day. Any bid received after the Bid Opening Time, 1:30 PM Eastern, will be opened on the next Commonwealth business day. Continuous bidding permits prospective suppliers to submit a bid on a COSTARS Contract at any time, instead of waiting for a supplemental bidding opportunity.



Commonwealth of Pennsylvania

Date: 12/15/2011
 Subject: Grounds Keeping (Grounds/Turf Maintenance)
 Solicitation/Bid Number: COSTARS-29
 Solicitation Date: 12/12/2011
 Addendum Number: 1

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids).

In accordance with Section 34, Changes, of the COSTARS Contract Standard Terms and Conditions, the scope of this contract is amended to include Sweeping – sidewalks and parking lots (excluding Roadways). Section 2 of the COSTARS Contract Special Terms and Conditions and the Bid Item Workbook are revised accordingly.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS Bureau of Procurement
 Bid Room
 555 Walnut Street, 6th Floor
 Harrisburg, PA 17101-1914

When you submit a bid for this procurement, **please attach a copy of this addendum to the original copy of your bid proposal.** If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you MUST acknowledge this addendum in writing, to the address listed above, noting your acknowledgement and acceptance of the addendum either by a signature on its face or by separate cover memo prior to the bid opening date.

IF YOU ARE **CHANGING ANY BID PRICE(S)** FROM A PRIOR BID SUBMISSION, **DO NOT FAX** this addendum and/or cover memo; you must **furnish these instructions in a sealed envelope to the above address.** On the outside of the envelope, please indicate the contract number (COSTARS-29). **If you are merely acknowledging this addendum with NO CHANGES** to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,

Name: Kathy Lewis
 Title: Commodity Specialist

Acknowledged by _____
 for _____
 (Name of bidding firm)

**COSTARS CONTRACT
SPECIAL TERMS AND CONDITIONS
Revised 7/29/2013**

These COSTARS Contract Special Terms and Conditions (“Special Terms and Conditions”) shall be part of the contract for the supply and delivery of **Grounds Keeping Services and Supplies** between the Commonwealth of Pennsylvania, acting through the Department of General Services (“DGS”), and the successful bidder (“Contractor”).

1. Order of Precedence. These Special Terms and Conditions supplement the COSTARS Contract Standard Terms and Conditions (“Standard Terms and Conditions”) for this procurement. Should any discrepancy occur, the order of precedence shall be that these Special Terms and Conditions shall prevail over all other Contract documents, the Standard Terms and Conditions shall prevail over the Instructions to Bidders for COSTARS Contracts (“ITB”) and the bidder’s bid submission, and the ITB shall prevail over the bidder’s bid submission.

2. Contract Scope. For the purposes of this contract, “Grounds Keeping Services and Supplies” is defined as follows:

• Landscaping and Lawn Maintenance (mowing, trimming, mulching and edging)
• Pruning and planting trees, shrubs and flowers
• Seeding (liquid and/or granular)
• Fertilizing
• Pest and Weed Control Management* such as insect, disease, weed control maintenance (including application of herbicides, pesticides and fungicides) *Refer to Section 3 for further guidance.
• Aeration Services
• Soil Sampling and Testing
• Leaf Control
• Tree and Stump Removal
• Salting (excluding Roadways)
• Snowplowing and/or Snow Removal (excluding Roadways)
• Sweeping – sidewalks and parking lots (excluding Roadways)
• Parking Lot Line Painting (excluding Roadways)
• Parking Lot Crack Sealing and Seal Coating (excluding Roadways) Refer to Paragraph 2. d) below for further guidance.
• Grounds keeping materials such as mulch, landscaping fabric, seed, trees, shrubs, flowers, and fertilizers

- a) Irrigation system installation, repairs, and maintenance are specifically excluded from this contract.
- b) Artificial or synthetic turf installation, repairs, and maintenance are specifically excluded from this contract.
- c) Agricultural/grounds keeping power equipment is specifically excluded from this contract.
- d) Crack sealing and seal coating are defined as applying water-based tar sealcoats or asphalt sealants to parking lot surface to protect it from the elements, as well as cracks and fissures, to extend the surface’s lifespan and improve its overall appearance. All other forms of parking lot repair work such as but not limited to patching and repaving are specifically excluded from this contract. Construction, reconstruction, demolition, alteration and/or repair work other than maintenance work are not within the scope of this contract.

Governmental entity Purchasers may not use this contract to avoid applicable legal requirements. It is the responsibility of each governmental entity Purchaser (and their legal counsel) to determine what legal requirements or limitations apply and whether or not the COSTARS contract is appropriate for a particular purchase.

3. Statement of Work.

a. Contractor shall obtain and pay for all permits, licenses and certifications required by law for proper execution and completion of its work. Contractor shall furnish copies of permits, licenses or certificates or documentation that no permits, licenses or certificates are required. Copies must be furnished to the Purchaser prior to starting work.

b. If performing Pest & Weed Control Management, the Purchaser may require legible photocopies, prior to commencing work, of applicable licenses and certificates for every Contractor Employee who will be performing on-site services under the contract.

c. The Contractor shall give all notices and comply with all applicable laws, ordinances, regulations, rules and orders of any public authority bearing on the performance of the work. If the Contractor performs any work knowing it to be contrary to such applicable laws, ordinances, regulations, rule of orders, it assumes full responsibility therefore and shall bear all costs attributable thereto. The Contractor shall comply with all state and federal labor and environmental laws and all laws relating to the performance of services described in Section 2. Contract Scope.

d. The Purchaser may require proof of insurance, prior to commencing work.

e. Prior to the commencement of work, the Purchaser and Contractor shall execute a written agreement, detailing the work to be done, including all requirements and specifications; nothing contained therein shall be contrary to the terms and conditions of this contract. Such specifications may include, but not be limited to: pricing, payment schedule, work hours, project completion date, warranty, clean-up, equipment use, inspections, safety standards, etc.

f. Supplier shall provide all management, tools, supplies, equipment, materials, and labor necessary to insure Grounds Keeping service is properly performed. Unless otherwise stated in the written agreement between the Purchaser and Contractor, Contractor shall provide salt for salting projects.

g. All materials used in the performance of service or sold separately must meet Pennsylvania Department of Agriculture's specifications.

4. Eligibility Requirements – Services. The following mandatory requirements must be met in order for a bid response to be considered. Provide documentation with your bid response. Failure to meet these criteria will result in a disqualification of the bid response. The mandatory criteria are:

a. Evidence of three (3) years of experience by your firm, your firm's principal(s), or your senior staff in providing the services for which you are submitting a bid response.

b. Three (3) references from clients for whom you have provided services within the last two years.

c. Minimum of \$350,000 in liability insurance (including a statement that pesticide applications are included if offering Pest & Weed Control Management).

d. If offering Pest & Weed Control Management, must possess and maintain a Pesticide Application Business License Certificate issued by the Pennsylvania Department of Agriculture.

5. Contract Award. This is a multiple award contract in accordance with Section 7 of the ITB. Because DGS deems it to be in the best interest of the Purchasers to procure additional Contractors on a continuous basis, DGS will accept bid proposals in response to this procurement on any given Commonwealth business day.

6. Contract Period. DGS will establish the Contract effective date as specified in Subsection 3.a. of the Standard Terms and Conditions. The Contract will renew automatically in accordance with Subsection 3.c. of the Standard Terms and Conditions, unless it is terminated in accordance with Section 24 of the Standard Terms and Conditions, as supplemented by this section.

7. Service Area. The bidder may offer to supply and deliver Grounds Keeping Services and Supplies:

- i. Statewide, or
- ii. To any one county specifically identified in the bidder's bid by its corresponding name and number, as listed on the Service Area Sheet of the Bid Item Workbook, or
- iii. To any number of counties specifically identified in the bidder's bid by their corresponding names and numbers, as listed on the Service Area Sheet of the Bid Item Workbook

8. Pricing. The bidder shall complete the Bid Item Workbook. The bidder shall return the completed Bid Item Workbook and all specified attachments in a sealed envelope. Failure to do so may result in DGS's rejection of the bid.

I. If offering services, the bidder shall complete the Bid Item Workbook, providing a customized list of services that the bidder is offering, stating either the hourly rate, or the net price per square foot, or the net price per application and, if applicable, minimum order requirements for each service. The bidder shall specify on the customized price list the effective date of the price list in the space provided. The bidder is free to offer any type or number of items in its bid, so long as the services are within the scope of the Contract. The bidder has the choice to either enter the customized price list on the Bid Item Sheet of the Bid Item Workbook or as a separately attached document.

II. If offering materials, the bidder shall complete the Bid Item Workbook, stating percent discount(s) to be deducted from the identified catalog or manufacturer/distributor's most recently published price list; stating "mark-up" as a percentage above the manufacturer/distributor's specified cost; or providing a customized price list of items that the bidder is offering, stating the net price and, if applicable, minimum order requirements for each item. The Bid Item Workbook does not contain a specific list of items. The bidder is free to offer any type or number of items, from any number of manufacturers, in its bid, so long as the items are within the scope of the Contract. Bidders may bid product lines from any number of manufacturers who have authorized the bidders to sell their products.

a. The bidder must identify the catalog, manufacturer/distributor's price list, manufacturer/distributor's specified cost sheet, or customized list on the Bid Item Sheet of the Bid Item Workbook, specifying the catalog, list, or cost sheet name, identification number, if applicable, and effective date. DGS may reject any bid omitting this information from the Bid Item Sheet. The bidder must submit a complete catalog, manufacturer/distributor's price list, or manufacturer/distributor's cost sheet within two working days of any DGS request. If the bidder is submitting a separately attached customized price list, the bidder shall attach and submit the customized list including net prices with its Bid Item Workbook.

b. The bidder should offer its pricing based upon either quantity or services, or the same "best" price regardless of order quantity or service, in a format similar to that used in any of the templates on the Bid Item Sheets of the Bid Item Workbook included with the Invitation For Bids.

c. The bidder may offer any type of discount or other pricing structure, such as multiple discounts for different lines of services, or different price lists, or different classes of Purchasers, or different prices for different quantities of services or materials.

i. The bidder shall submit a separate Bid Item Sheet for each type of discount, mark-up, customized discounted list, or pricing structure offered. For example, if the bidder offers an educational Purchaser discount, mark-up, or pricing at a different level from other eligible Purchasers, the bidder shall submit separate Bid Item Sheets for each class of Purchaser.

ii. After Contract award, a Contractor may offer, either on its own initiative or at a Purchaser's request, additional discounts, reduced mark-ups, customized lists or discounted prices for any purchase within the scope of the Contract, even if such discounts, mark-ups, or discounted prices were not included in the bid prices.

d. Except in the event of increased discounts or reduced mark-ups as permitted under Paragraph 8.c.ii., the bidder's pricing from the bid documents shall remain firm for the entire contract period, including any renewal periods. A Contractor may update its Contract pricing information (actual prices versus percent discounts or mark-ups) upon Contract award. Thereafter, the Contractor may update its pricing no more frequently than Semi-Annually to adjust its pricing in accordance with any increases or decreases in its manufacturer's or distributor's public price list or manufacturers' or distributors' specified cost sheet, or both. The Contractor shall submit a written request accompanied by an updated Bid Item Workbook to the DGS Commodity Specialist assigned to this procurement requesting review and approval of the update(s). Any additions to manufacturer lines shall be in accordance with paragraph 7.b. of the Instructions to Bidders pertaining to manufacturer's authorization. Approval of the update is automatic within five business days upon DGS' receipt unless notified otherwise in writing by DGS. In no event shall the Contractor increase prices for a particular purchase order following receipt of the order from the Purchaser, nor shall the Contractor be permitted to increase prices retroactively, for any reason.

e. Notwithstanding the language in Subsection d. of this Section, if, as a result of legislation, rulemaking, rate-making, or any related act of a legislative or regulatory body subsequent to bid opening, or due to unusual market conditions, the Contractor's cost of supplying Grounds Keeping Services and Supplies increases significantly during the term of this Contract, the Contractor may adjust its prices more frequently. The Contractor shall submit a letter to the DGS Commodity Specialist assigned to this procurement requesting review and approval of the adjustment(s). It is the responsibility of the Contractor to adequately justify the change(s). If offering materials, a letter of verification from the manufacturer must accompany all price adjustment requests showing the manufacturer has increased its prices to all suppliers. The Commodity Specialist will notify the Contractor in writing stating approval/disapproval of the request. Upon approval, the Contractor may issue new price and/or product list(s).

f. The Contractor may supplement its Bid Item Workbook at any time to provide pricing for additional Contract services or materials within the scope of the Contract that become available after submission of the Contractor's bid or to remove services or materials it no longer wishes to offer. The Contractor shall submit a written request accompanied by a revised Bid Item Workbook to the DGS Commodity Specialist assigned to this procurement requesting review and approval of the revision(s). Any additions to manufacturer lines shall be in accordance with paragraph 7.b. of the Instructions to Bidders pertaining to manufacturer's authorization. Approval of the change is automatic within five business days upon DGS' receipt unless notified otherwise in writing by DGS.

9. Reciprocal Limitations Act. This procurement is subject to the Reciprocal Limitations Act. Bidders must complete and submit with the Bid Response the 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 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.