

# **COSTARS-17 Waste, Recycling and Materials Handling Containers – Overview**

*Prior to utilizing a contract, the user should read the contract in its entirety.*

## **DESCRIPTION**

- ✓ The Department of General Services has developed this contract for Waste, Recycling, and Material Handling Containers under DGS's new COSTARS Program.
- ✓ Waste, Recycling, and Material Handling Containers includes Composters, Dumpsters – Rear/Front Load, Material Handling Units – Tile, Mobile, Utility, Cube, Etc., Smokers Urns, Trash/Recycling Containers – Indoors and Outdoors, and other classifications.
- ✓ 8 suppliers are offered with numerous manufacturer's product lines to choose from

## **CONTRACT INFO**

Contract Number	COSTARS-17
Suppliers	8
Validity Period	4/1/06 – 3/31/07
DGS Point of Contact	Barb Cain
Contact Phone# Email	Tel: (717) 346-4296 <a href="mailto:bcain@state.pa.us">bcain@state.pa.us</a>

## **PRICING HIGHLIGHTS**

- Because of the multiple award nature, you may see that prices vary greatly among suppliers. DGS encourages you to comparison shop.
- DGS encourages suppliers to offer quantity discounts. Some suppliers offer quantity discounts in their public pricing, while others ask that you contact them for a quote.
- COSTARS members may purchase jointly to mutually benefit from the quantity discounts.
- Offered products and pricing are updated quarterly.
- Members are encouraged to negotiate lower prices. Please keep DGS informed so that we may share your success stories with all of the COSTARS membership.

## **PROCESS TO PURCHASE**

- Shop around by clicking on a supplier name to review their offered products and pricing.
- Contact suppliers to review products and pricing in detail.
- Establish products and pricing. Choose a supplier.
- Order the products directly from the selected supplier using a purchase order. Include COSTARS Contract Number (COSTARS-17) and your Member Number on purchase order.
- Send a request to DGS and the supplier to ask for addition of any missing manufacturers and/or products to the supplier's contract.

COSTARS-17  
WASTE, RECYCLING, AND  
MATERIAL HANDLING CONTAINERS

*Click on the supplier's name to view the supplier data and review their offered products and pricing via Adobe Acrobat Reader or a link to the awarded supplier's website.*

SUPPLIER NAME	PRODUCT CATEGORIES	OFFERED MANUFACTURERS
<a href="#"><u>Busch Systems Int'l Inc.</u></a> <a href="#"><u>7-130 Saunders Rd.</u></a> <a href="#"><u>Barrie, ON L4N 9A8</u></a> <a href="#"><u>1-800-565-9931</u></a>	Composters Trash/Recycling Containers - Outdoor Trash/Recycling Containers - Indoors	Busch Systems Techstar Plastics
<a href="#"><u>Recycling Products, Inc.</u></a> <a href="#"><u>P O Box 5009</u></a> <a href="#"><u>Bradford, MA 01835</u></a> <a href="#"><u>1-800-875-1735</u></a>	Material Handling Units - Tile, Mobile, Utility, Cube, Etc. Smokers Urns Trash/Recycling Containers - Outdoor Trash/Recycling Containers - Indoors	Rubbermaid
<a href="#"><u>Rehrig Pacific Company</u></a> <a href="#"><u>4010 E. 26<sup>th</sup> Street</u></a> <a href="#"><u>Los Angeles, CA 90023</u></a> <a href="#"><u>814-455-8023</u></a>	Dumpsters - Rear/Front Load Trash/Recycling Containers - Outdoor Trash/Recycling Containers - Indoors Other	Huskylite Nuwave Plastic
<a href="#"><u>SCL A-1 Plastics Ltd.</u></a> <a href="#"><u>241 Clarence St.</u></a> <a href="#"><u>Brampton, Ontario L6W 4P2</u></a> <a href="#"><u>1-800-777-0979</u></a>	Trash/Recycling Containers - Outdoor Trash/Recycling Containers - Indoors	SCL A-1 Plastics
<a href="#"><u>Signature Marketing, LLC</u></a> <a href="#"><u>134 West Street</u></a> <a href="#"><u>Simsbury, CT 06070</u></a> <a href="#"><u>860-658-7172</u></a>	Composters Trash/Recycling Containers - Outdoor Trash/Recycling Containers - Indoors	Scepter Corporation
<a href="#"><u>T. M. Fitzgerald &amp; Assoc</u></a> <a href="#"><u>850 West Chester Pike</u></a> <a href="#"><u>Suite 303</u></a> <a href="#"><u>Havertown, PA 19083-4439</u></a> <a href="#"><u>610-853-1610</u></a>	Trash/Recycling Containers - Outdoor Trash/Recycling Containers - Indoors	T. M. Fitzgerald & Assoc Roto Industries
<a href="#"><u>Toter Inc.</u></a> <a href="#"><u>841 Meacham Road</u></a> <a href="#"><u>Statesville, NC 28677</u></a> <a href="#"><u>1-800-424-0422</u></a>	Trash/Recycling Containers - Outdoor	Toter Inc.
<a href="#"><u>Kettle Creek Corp</u></a> <a href="#"><u>dba Windsor Barrel Works</u></a> <a href="#"><u>PO Box 47</u></a> <a href="#"><u>Kempton, PA 19529</u></a> <a href="#"><u>1-800-527-7848</u></a>	Smokers Urns Trash/Recycling Containers - Outdoor Trash/Recycling Containers - Indoors Other	Kettlecreek Corp.

**COSTARS CONTRACT  
SPECIAL TERMS AND CONDITIONS**

These COSTARS Contract Special Terms and Conditions ("Special Terms and Conditions") shall be part of the contract for the supply and delivery of Waste, Recycling, and Material Handling Containers between the Commonwealth of Pennsylvania, acting through the Department of General Services ("DGS"), and the successful bidder ("Contractor"). This contract will replace the current State Contract 7240-02.

**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, "Waste, Recycling, and Material Handling Containers" is defined as follows:

- Balers
- Composters
- Dumpsters – Rear load and front load
- Material Handling Units – Tilt, Mobile, Utility, Cube, Etc.
- Shredders
- Smokers Urns
- Trash/Recycling Containers – Outdoor
- Trash/Recycling Containers – Indoor
- Other

**3. Contract Award.** This is a multiple award contract in accordance with Section 7 of the COSTARS Instructions to 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 bidders are encouraged to offer the widest possible selection of goods possible under the Contract.

b. If the bidder is not a manufacturer, it must submit written proof from the manufacturer of the bidder's authorization to sell the manufacturer's goods and materials, as required by this Contract (the proof need not be specific to this procurement). If the manufacturer defines the area in which the bidder is authorized to sell its products, the bidder shall include the manufacturer's description of the bidder's authorized sales territory. 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, DGS will not compare bidders' pricing submittals for this procurement.

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. To facilitate COSTARS Purchasers' search for Contract items on the DGS Website, for each item or class of items that the bidder is offering, the bidder shall identify the product category as listed on the Sub-Category Sheet of the Bid Item Workbook, and state the sub-category/subcategories and manufacturer search term(s) The bidder must submit the Bid Item Workbook in both hard (printed) copy and electronic format (diskette or CD). If possible, the electronic submission should be in the Excel spreadsheet format provided in the bid documents, downloadable from the DGS COSTARS website at [www.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars).

e. DGS reserves the right to issue supplemental invitations for bids to procure additional Contractors for the COSTARS Purchasers upon contract renewal, whenever DGS deems it to be in the best interest of the Purchasers.

**4. Contract Period.** The Contract effective date will be no earlier than March 15, 2006. DGS will establish the Contract effective date, as specified in Section 3 of the Standard Terms and Conditions. The Contract will expire on March 31, 2007, unless renewed or extended in accordance with the requirements of the Standard Terms and Conditions, as supplemented by this section. The Contract includes four, one-year renewal options.

**5. Service Area.** The bidder may offer to supply and deliver Waste and Recycling Containers:

- 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

**6. Pricing.** 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 equipment 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. 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.

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 offering a customized list of equipment, the bidder shall attach and submit the customized list including net prices with its Bid Item Workbook.

b. The bidder may offer any type of discount, mark-up, or other pricing structure, such as multiple discounts for different lines of products, or different price lists, or different classes of Purchasers, or different prices for different quantities of products.

- i. The bidder shall submit a separate Bid Item Sheet for each type of discount,

mark-up, customized discounted list, or pricing structure offered.

ii. The bidder should offer its pricing based upon either quantity or the same "best" price regardless of order quantity 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.

iii. The bidder may offer different discounts, mark-ups, customized lists, or prices for different classes of Purchasers. 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.

iv. 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.

c. Except in the event of increased discounts or reduced mark-ups as permitted under Paragraph 6.b.iv., the bidder's percent discount(s) or mark-ups from the bid documents shall remain firm for the entire contract period, including any renewal or extension periods. A Contractor may update its contract catalog, manufacturer/distributor's price list, manufacturer/distributor's specified cost sheet, or customized list quarterly to reflect a change in offered manufacturer lines, products, or listed base prices. Any additions to manufacturer lines shall be in accordance with paragraph 3b above. 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.

d. Notwithstanding the language in Subsection c. 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 recreational equipment 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). 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).

e. The bidder is required to submit its Bid Item Workbook in electronic format (diskette or CD), preferably using the Excel spreadsheet provided in the bid documents available on the DGS website. Electronic submission is required for a bid to be considered responsive to the Invitation For Bids. The bidder shall also include a printed copy of its Bid Item Workbook in its Bid Response.

**7. Leases and Installment Purchases.** A Contractor may, at its option, offer the Contract Items through a lease or installment purchase. If offered by the Contractor, any Contract items procured through a lease or installment purchase may be offered in accordance with the Leasing Terms and Conditions (Attachment A) or Installment Payment Terms and Conditions (Attachment A1).

a. The Contractor may, at its option, use its standard leasing or installment payment terms and conditions in lieu of using the terms in Attachments A and A1, provided that, in the event of any conflicts with these Special Terms and Conditions and the Standard Terms and Conditions for COSTARS Contracts, the order of precedence will be, first, these Special Terms and Conditions; then, to the extent not inconsistent, the Standard Terms and Conditions, and finally,

to the extent not inconsistent with either of the aforementioned DGS Special and Standard Terms and Conditions, the Contractor's standard lease or installment payment terms and conditions.

b. If a bidder chooses to offer the Contract items through a lease or installment purchase, a bidder may, at its option, either:

- i. submit installment purchase and/or leasing price schedule(s), which the Contractor may update quarterly as with its other price terms, with its bid response; or
- ii. state within its bid response that it chooses to offer Purchasers the option of a lease or installment purchase for the Contract items, and that it will provide its standard terms for lease or installment purchase pricing based upon the purchase price of the item as adjusted for payments over time.

The Contractor shall, with its acceptance of the Purchaser's order, provide any Purchaser wishing to accept the offer of a lease or installment purchase for the Contract items with the Contractor's standard installment purchase and/or leasing price schedule(s).

**8. Warranties.** In addition to the requirements of the Warranty section (Section 13) of the Standard Terms and Conditions, the Contractor warrants that it has the capability, either directly or through the manufacturer or a manufacturer's representative, to perform warranty service for the warranty period.

**9. Ancillary Services.** A Contractor may choose to offer ancillary services in conjunction with the products it provides to the Purchaser.

a. Sample ancillary services include, but are not limited to, the following:

- Customization – including, without limitation such as modification to the Contract item to meet Purchaser-specific requirements.
- Extended Warranty
- Post Warranty Support and Maintenance Service
- Training
- Special Delivery
- Installation

b. Any ancillary services provided will be entirely at the Contractor's option.

c. If a Contractor chooses to offer ancillary services in conjunction with the Contract items it provides to the Purchaser, the Contractor and Purchaser shall negotiate the applicable services to be provided and notate the details of the required service and prices on the purchase order at time of order.

d. Though all potential ancillary services with their associated prices should be included in the Bid proposal, such services and their associated prices will NOT, however, be a factor in bid evaluation. The bidder may submit the list of ancillary services and prices it proposes to offer in any format. If it is not possible to submit pricing, as may be the case with certain installation services, the Contractor shall simply note that it is offering the service and that the actual price will be negotiated between the Contractor and the COSTARS participant and annotated on the purchase order at time of order.

e. DGS reserves the right to restrict the types of services to be offered on any contract resulting from this IFB.

**10. Contract security.** No performance security is required for this bid.

**11. Estimated quantities.** There is no historical data available at this time 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 B for instructions on how to confirm registration on the Department of State's website.

**13. Questions.** DGS will accept written questions and comments concerning this procurement via email to [bcain@state.pa.us](mailto:bcain@state.pa.us) until 4:30 p.m. EST, February 3, 2006 ("Deadline"). DGS will disregard any questions submitted after the Deadline. 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.

**14. Inquiries.** Direct all questions concerning this IFB to the following contact person:

Barb Cain  
[bcain@state.pa.us](mailto:bcain@state.pa.us)  
c/o DGS Bureau of Procurement  
COSTARS Program  
555 Market Street, 6<sup>th</sup> Floor  
Harrisburg, PA 17101-1921