



All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**ORIGINAL** Page 1 of 12  
**Contract No. 4600014824**  
**Contract Original Approval Date: 11/30/2011**

**Purchasing Agent:**  
**Name:** Jamon Fogarty  
**Phone:** 717-346-3848  
**Fax:** 717-783-6241

Valid from/to: 10/12/2011 - 08/31/2012

**Your SAP Vendor Number With Us: 333898**

**Supplier Name/Address:**  
 HEI-WAY LLC  
 290 N PIKE RD  
 SARVER PA 16055-9735  
 USA  
 Supplier Telephone No: 724-353-2700  
 Supplier Fax No.: 724-353-2888

**Please Deliver To:**

See Item Level for Delivery Addresses.

Your Quotation:                      Date:  
 Collective No.:  
 Our Quotation:

**Payment Terms:**  
 NET 30 DAYS

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	BITUMINOUS MATERIALS To be determined at the time of the Purchase Order unless specified below	0.00		0.00	1	0.00
20	286836 BITUMEN, STOCKPILE COLDPATCH 485 CAT 1  <b>Item Text</b> Job Item:1 County:Crawford Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Crawford 18492 Smock Highway MEADVILLE PA 16335 USA	0.00	US Ton	83.59	1 US Ton	0.00

SEE LAST PAGE FOR ESTIMATED  
TOTAL VALUE INFORMATION



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**Supplier Name:**  
HEI-WAY LLC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
30	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	89.59	1 US Ton	0.00
<b>Item Text</b> Job Item:2 County:Crawford Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Crawford 18492 Smock Highway MEADVILLE PA 16335 USA						
40	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	94.32	1 US Ton	0.00
<b>Item Text</b> Job Item:3 County:Erie Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Erie 9031 Peach Street WATERFORD PA 16441 USA						
50	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	92.79	1 US Ton	0.00
<b>Item Text</b> Job Item:4 County:Forest Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Forest 2579 Pennsylvania Ave West Ext WARREN PA 16365-0985 USA						
60	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	88.57	1 US Ton	0.00
<b>Item Text</b>						



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**Supplier Name:**  
HEI-WAY LLC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
<p>Job Item:5 County:Mercer Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Mercer 215 North Maple Street MERCER PA 16137 USA</p>						
70	286836 BITUMEN, STOCKPILE COLDPATCH 485 CAT 1	0.00	US Ton	82.49	1 US Ton	0.00
<p><b>Item Text</b> Job Item:6 County:Venango Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Venango 1460 Pittsburgh Road FRANKLIN PA 16323 USA</p>						
80	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	95.09	1 US Ton	0.00
<p><b>Item Text</b> Job Item:7 County:Warren Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Warren 2579 Pennsylvania Ave West Ext WARREN PA 16365 USA</p>						
90	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	104.97	1 US Ton	0.00
<p><b>Item Text</b> Job Item:12 County:Cameron Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Cameron 101 Locust Street COUDERSPORT PA 16915 USA</p>						



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**Supplier Name:**  
HEI-WAY LLC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
100	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	102.81	1 US Ton	0.00
<b>Item Text</b> Job Item:13 County:McKean Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT McKean 300 Bingham Rd CYCLONE PA 16726 USA						
110	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	103.22	1 US Ton	0.00
<b>Item Text</b> Job Item:15 County:Potter Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Potter 101 Locust Street COUDERSPORT PA 16915 USA						
120	286836 BITUMEN, STOCKPILE COLDPATCH 485 CAT 1	0.00	US Ton	99.49	1 US Ton	0.00
<b>Item Text</b> Job Item:25 County:Tioga Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Tioga 6 Berwart St WELLSBORO PA 16901 USA						
130	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	114.11	1 US Ton	0.00
<b>Item Text</b>						



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**Supplier Name:**  
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Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
<p>Job Item:27 County:Bradford Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC"</p> <p>Please Deliver to: PENNDOT Bradford 340 York Avenue TOWANDA PA 18848 USA</p>						
140	286836 BITUMEN, STOCKPILE COLDPATCH 485 CAT 1	0.00	US Ton	104.47	1 US Ton	0.00
<p><b>Item Text</b></p> <p>Job Item:29 County:Luzerne Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC"</p> <p>Please Deliver to: PENNDOT Luzerne 381 S. Main St. Ashley HANOVER TWP. PA 18706-0000 USA</p>						
150	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	111.88	1 US Ton	0.00
<p><b>Item Text</b></p> <p>Job Item:30 County:Pike Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC"</p> <p>Please Deliver to: PENNDOT Pike 101 Bennett Ave MILFORD PA 18337 USA</p>						
160	286836 BITUMEN, STOCKPILE COLDPATCH 485 CAT 1	0.00	US Ton	105.59	1 US Ton	0.00
<p><b>Item Text</b></p> <p>Job Item:31 County:Susquehanna Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC"</p> <p>Please Deliver to: PENNDOT Susquehanna 18786 SR 706 MONTROSE PA 18801 USA</p>						



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**Supplier Name:**  
HEI-WAY LLC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
170	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	109.07	1 US Ton	0.00
<b>Item Text</b> Job Item:33 County:Susquehanna Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Susquehanna 18786 SR 706 MONTROSE PA 18801 USA						
180	286836 BITUMEN, STOCKPILE COLDPATCH 485 CAT 1	0.00	US Ton	108.22	1 US Ton	0.00
<b>Item Text</b> Job Item:35 County:Wyoming Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Wyoming 1 Franklin Avenue TUNKHANNOCK PA 18657 USA						
190	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	105.59	1 US Ton	0.00
<b>Item Text</b> Job Item:38 County:Berks Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Berks P O Box 129 Water Street TEMPLE PA 19560 USA						
200	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	106.66	1 US Ton	0.00
<b>Item Text</b>						



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**Supplier Name:**  
HEI-WAY LLC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
<p>Job Item:40 County:Carbon Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC"</p> <p>Please Deliver to: PENNDOT Carbon 930 Bridge Street LEHIGHTON PA 18235 USA</p>						
210	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	105.88	1 US Ton	0.00
<p><b>Item Text</b></p> <p>Job Item:43 County:Northampton Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC"</p> <p>Please Deliver to: PENNDOT Northampton 3300 Freemansburg Ave EASTON PA 18405 USA</p>						
220	286836 BITUMEN, STOCKPILE COLDPATCH 485 CAT 1	0.00	US Ton	99.94	1 US Ton	0.00
<p><b>Item Text</b></p> <p>Job Item:44 County:Schuylkill Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC"</p> <p>Please Deliver to: PENNDOT Schuylkill 970 East Main St SCHUYLKILL HAVEN PA 17972 USA</p>						
230	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	105.94	1 US Ton	0.00
<p><b>Item Text</b></p> <p>Job Item:46 County:Schuylkill Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC"</p> <p>Please Deliver to: PENNDOT Schuylkill 970 East Main St SCHUYLKILL HAVEN PA 17972 USA</p>						



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**Supplier Name:**  
HEI-WAY LLC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
240	286836 BITUMEN, STOCKPILE COLDPATCH 485 CAT 1	0.00	US Ton	105.19	1 US Ton	0.00
	<b>Item Text</b> Job Item:60 County:Lebanon Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Lebanon 1445 Cumberland Street LEBANON PA 17042 USA					
250	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	85.43	1 US Ton	0.00
	<b>Item Text</b> Job Item:69 County:Armstrong Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Armstrong PO Box 1016 KITTANNING PA 16201-1016 USA					
260	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	84.52	1 US Ton	0.00
	<b>Item Text</b> Job Item:70 County:Butler Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Butler 351 New Castle Road BUTLER PA 16001 USA					
270	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	87.87	1 US Ton	0.00
	<b>Item Text</b>					



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**Supplier Name:**  
HEI-WAY LLC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
<p>Job Item:71 County:Clarion Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Clarion 21057 Paint Boulevard SHIPPENVILLE PA 16254 USA</p>						
280	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	87.66	1 US Ton	0.00
<p><b>Item Text</b> Job Item:72 County:Indiana Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Indiana 2550 Oakland Ave INDIANA PA 15701-0429 USA</p>						
290	286836 BITUMEN, STOCKPILE COLDPATCH 485 CAT 1	0.00	US Ton	83.54	1 US Ton	0.00
<p><b>Item Text</b> Job Item:74 County:Allegheny Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Allegheny 51 Fox Chapel Road PITTSBURGH PA 15238 USA</p>						
300	286836 BITUMEN, STOCKPILE COLDPATCH 485 CAT 1	0.00	US Ton	83.72	1 US Ton	0.00
<p><b>Item Text</b> Job Item:76 County:Beaver Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Beaver 155 Stewart Avenue EAST ROCHESTER PA 15074 USA</p>						



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**Supplier Name:**  
HEI-WAY LLC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
310	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	89.44	1 US Ton	0.00
	<b>Item Text</b> Job Item:77 County:Beaver Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Beaver 155 Stewart Avenue EAST ROCHESTER PA 15074 USA					
320	286836 BITUMEN, STOCKPILE COLDPATCH 485 CAT 1	0.00	US Ton	82.69	1 US Ton	0.00
	<b>Item Text</b> Job Item:78 County:Lawrence Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Lawrence 1800 'wilmington Road NEW CASTLE PA 16105 USA					
330	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	87.86	1 US Ton	0.00
	<b>Item Text</b> Job Item:79 County:Lawrence Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Lawrence 1800 'wilmington Road NEW CASTLE PA 16105 USA					
340	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	93.04	1 US Ton	0.00
	<b>Item Text</b>					



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**Supplier Name:**  
HEI-WAY LLC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
<p>Job Item:80 County:Greene Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Greene 129 Jefferson Rd SR 0188 WAYNESBURG PA 15370 USA</p> <hr/>						
350	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	89.86	1 US Ton	0.00
<p><b>Item Text</b> Job Item:81 County:Washington Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Washington 89 Murtland Ave WASHINGTON PA 15301 USA</p> <hr/>						
360	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	86.84	1 US Ton	0.00
<p><b>Item Text</b> Job Item:82 County:Westmoreland Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" Please Deliver to: PENNDOT Westmoreland SR 30 W Donahoe Rd GREENSBURG PA 15601 USA</p> <hr/>						
370	286836 BITUMEN, STOCKPILE COLDPATCH 485 CAT 1	0.00	US Ton	81.94	1 US Ton	0.00
<p><b>Item Text</b> Highway County Number of Plant:10 Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC" To be determined at the time of the Purchase Order unless specified below</p> <hr/>						



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**Contract No. 4600014824**  
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**Supplier Name:**  
 HEI-WAY LLC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
380	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	79.54	1 US Ton	0.00
	<p><b>Item Text</b>            Highway County Number of Plant:10 Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC"            To be determined at the time of the Purchase Order unless specified below</p>					
390	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	90.66	1 US Ton	0.00
	<p><b>Item Text</b>            Highway County Number of Plant:10 Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC"            To be determined at the time of the Purchase Order unless specified below</p>					
400	286838 BITUMEN,STOCKPILE COLDPATCH SPECIAL MAT	0.00	US Ton	81.94	1 US Ton	0.00
	<p><b>Item Text</b>            Highway County Number of Plant:10 Supplier Code from Bulletin:HEIPPA Supplier Name:"HEI-WAY, LLC"            To be determined at the time of the Purchase Order unless specified below</p>					

**General Requirements for all Items:**

**Header Text**

Contact person: Glenn Heilman  
 PH: 724-353-2700  
 EMail: hps@salsgiver.com

Supplier allows for COSTARS per Act 57  
 No further information for this contract.

**Estimated Total Value:**  
 \$  
 Currency: USD

## SPECIAL REQUIREMENTS

**CONTRACT SCOPE/OVERVIEW:** This Collective Number **CN00034311** (identified here and in other documents as the "Contract") will cover the requirements of Commonwealth agencies for Bituminous Stockpile Patching Material (Cold Mix) 5610-37. This Contract is for the line items identified in the Excel Worksheet referenced within these Special Contract Terms and Conditions.

**CONTRACT TERMS AND CONDITIONS/ORDER OF PRECEDENCE:**

Invitation for Bid No. **CN00034311** comprised of the following documents that are incorporated by reference and are listed in order of precedence in the event of a conflict between the documents:

1. These Special Requirements and any attachments referenced herein;
2. Standard Contract Terms and Conditions for Department of General Services Statewide Contracts for Supplies - SAP, GSPUR-12E, (**Rev 12/17/07**) which can be found at [http://www.dgsweb.state.pa.us/comod/CurrentForms/GSPUR12E\\_SAP.doc](http://www.dgsweb.state.pa.us/comod/CurrentForms/GSPUR12E_SAP.doc)
3. General Conditions and Instructions to Bidders for Supplies for RFQ-Invitation for Bids, STD-203 (SAP), (1/17/03), which can be found at [http://www.dgsweb.state.pa.us/comod/CurrentForms/STD203\\_SAP.doc](http://www.dgsweb.state.pa.us/comod/CurrentForms/STD203_SAP.doc)

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

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

**RECIPROCAL LIMITATIONS ACT:** This procurement is subject to the Reciprocal Limitations Act. **Bidders must complete and submit with the Bid Response 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>. This form is also attached to and made part of this IFB. The completed State of Manufacture Chart should be submitted in the same sealed envelope with the bid response. If the State of Manufacture Chart is not submitted with the bid response, the Bidder shall have three (3) days from the date of notification by the Department to submit the form or their bid may be deemed to be non-responsive.

**TERM OF CONTRACT:** The Contract shall commence on the Effective Date, no earlier than September 1, 2011 and expire on August 31, 2012.

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

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

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

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Contact person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**BID ITEM SHEETS:**

The Excel Workbook has two sheets; the first worksheet is for stockpile deliveries. The second worksheet is for source pick-up. When completing the item sheets, please ensure that you complete with the following information.

Stockpile Worksheet enter the following:

- o Enter the Supplier Code from the appropriate bulletin.
- o Unit price – Insert the unit price per ton
- o Total Dollar Amount – Multiply the unit price by the Initial Fill and estimated tons Balance of Season. The spreadsheet has been configured to calculate this figure automatically.
- o Supplier SAP Number
- o Supplier Name

Source Worksheet enter the following:

- o Enter the Type of Material you are supplying
- o Enter the County Location
- o List Geographic Location of Plant (S) as shown in Bulletin 41
- o Enter the Supplier Code from the appropriate bulletin.
- o Unit price – Insert the unit price per ton
- o Enter Supplier SAP Number
- o Supplier Name – Insert your company name (provide both your legal name and DBA name if applicable)

Return the spreadsheets on a CD along with a printed hard copy (in case there is a problem with us accessing your disk) of the completed item sheets with your signed bid in a sealed envelope.

PRINT YOUR COMPANY'S NAME ON THE CD LABEL.

If you have any questions please contact Jamon Fogarty at 717-346-3848.

**SPECIFICATIONS:** Bituminous Stockpile Patching Material shall conform to:

Pennsylvania Department of Transportation, Pub 408, latest edition, and all supplements thereto.  
“Specifications for Bituminous Materials“, Bulletin 25.  
Specifications for Bituminous Mixtures, Bulletin 27, Sections 485 and 486.  
Special Bituminous Patching Materials as listed in Bulletin 15, Miscellaneous Section: “**Special Bituminous Patching Materials**“.

**APPROVED SOURCE:** Furnish Bituminous stockpile patching materials from a source, approved, by the Pennsylvania Department of Transportation, Materials and Testing Division, 81 Lab Lane, Harrisburg, PA 17110 prior to the time and date of the bid opening. Identify the geographic location of each source as listed in the Pennsylvania Department of Transportation Bulletin 41, Producers of Bituminous Mixtures or the bureau may reject your bid. Provide Special Bituminous Patching Materials from a source approved by the Department of Transportation, Materials and Testing Division, 81 Lab Lane, Harrisburg, PA 17110 and listed in the Department of Transportation Bulletin 15, Miscellaneous Section, “**Special Bituminous Patching Materials**“.

**AGGREGATES:** Contractors are not required to list their source of aggregates when submitting their bid. Awarded contractors are responsible for providing aggregates, as required, in accordance with specifications and furnished from an approved source as listed in the Department of Transportation Bulletin 14. The Department of Transportation field inspector will verify acceptability of aggregates.

**QUALIFICATIONS OF CATEGORY 3 BIDDERS:** Bidders of Category 3 must provide Special Bituminous Patching Materials from a source approved by the Department of Transportation, Materials and Testing Division, 81 Lab Lane, Harrisburg, PA 17110., and listed in the Department of Transportation Bulletin 15, Miscellaneous Section, “**Special Bituminous Patching Materials**“.

Bidders of Category 3 must indicate on Attachment “A” the type of material they are bidding for every Category 3 line item. Complete Attachment “A” by listing line item and the type of Special Bituminous Patching Materials as listed in the Department of Transportation Bulletin 15. **This chart must be completed and submitted with the bid no later than two (2) business days after notification from the Department of General Services 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.

**AWARDS:** For job specific category, an award will be made to the lowest responsible bidder on an individual item or county basis. For source category, an award will be made to each responsive and responsible contractor bidding an approved source.

BIDDERS MUST INDICATE THE TYPE OF MATERIAL THEY ARE BIDDING FOR EVERY COUNTY LOCATION.

**FOB SOURCE:** Contractors are invited to bid a price for material pickup by Department forces. Award is to each contractor bidding an approved source. The County Maintenance Manager may issue a Purchase Order for loading material into a Department truck at the Contractor’s source. The Department will normally haul material from the source, representing the lowest responsible cost to the Department after taking into consideration length of haul and dead haul. However, in some instances, the Department may select the most economic source based upon other considerations such as, but not limited to, differences in haul time due to terrain or urban congestion; length of wait at the source; cooling due to length of haul; crew productivity based on truck availability and haul distance. Details of such transactions are the responsibility of the County Maintenance Manager, are on file in the County, and are subject to review by

any awarded contractor on this contract. Contractors bidding a source price may accept orders from any county.

The Department shall only use the source pickup option to obtain materials when the awarded stockpile contractor does not have material available.

**ESTIMATED QUANTITIES:** The “INITIAL FILL” block on the bid sheets reflects quantities that the Department of Transportation reasonably expects to take initially to build up inventories.

**ESTIMATED TONS BALANCE OF SEASON:** Tonnages listed in this block are for information purposes only and imply no firm commitment to purchase on the part of the Department of Transportation.

**MINIMUM ORDER/SHIPMENT:** The minimum quantity for any order/shipment to a stockpile is Twenty (20) tons. Contractors may accept orders for less than the contract minimum, shipped FOB Storage at their own option, if requested by the Department.

**BLANKET ORDERS:** No blanket orders are permitted. Orders are based on actual need at the time of order. No blanket orders are established for drawing down quantities on an “as-needed” basis. Orders placed near the end of the contract period are for actual, immediate need only, based on availability of materials. County Maintenance Offices will not stockpile materials against a contract soon to expire unless absolutely necessary, and in no case, order materials that are delivered 30 days past the expiration date of the contract.

**DELIVERY:** FOB Destination Delivery completed within 30 days after receipt of purchaser order. The awarded contractor is required to notify county Maintenance Manager, or his designee, at least 48 hours prior to delivery so a representative of the Department of Transportation is present to receive material.

**WEIGHING:** Scales used for weighing require approval by the Department of Agriculture or tested and approved by a recognized, qualified scale repair service. Conduct weighing by competent, qualified personnel using measurement and computation methods conforming to standard engineering and construction practices. A certified weight slip from the supplier must accompany each truckload. If a source has the capability in its scale, use an electronic, digital measuring device. The Commonwealth reserves the right to have truck deliveries check-weighed at independent weighing stations.

**OPTION TO RENEW:** The contract(s) or any part of the contract(s) may be renewed for four (4) additional one (1) year terms by mutual agreement between the Commonwealth and the Contractor(s). If the contractor(s) is/are renewed the same terms and conditions shall apply. If this contract(s) is/are renewed for additional year(s), a new performance bond or a rider supplementing the original bond will be required for the extended period.

**PRICE ADJUSTMENT CLAUSE:** The awarded contractors' prices shall be adjusted monthly in accordance with the following:

- The location of the Supplier's source establishes which Zone is applicable to the Suppliers material.
- Tracking PG64-22 monitors the change in price for bitumen.
- For payment and price adjustment purposes the Virgin Asphalt Content (VAC) percentage will be considered to be a standard 5.2% for all applicable materials.
- There will be no price adjustment for the months of December, January and February.
- Prices from the month of November will be used for the months of November, December, January, and February. A price adjustment will again take affect in the month of March and the months following until the end of the contract agreement

<b>ZONE 1</b>	<b>REFINERS</b>	<b>POSTING LOCATION</b>
	NuStar	Baltimore, MD Perth Amboy, NJ Paulsboro, NJ
	Bitumar	Baltimore, MD
	Valero	Paulsboro, NJ Baltimore, MD
<b>ZONE 3</b>	<b>REFINERS</b>	<b>POSTING LOCATION</b>
	United Refining	Warren, PA Springdale, PA Dravosburg, PA
	Marathon	Floreffe, PA Cleveland, OH Canton, OH
<b>ZONE 2</b>	<b>AVERAGE OF ZONE 1 AND ZONE 3 PRICES</b>	

The posted ton price of PG64-22 for the above posting locations will be averaged to arrive at the base price of a ton of PG64-22 (bitumen) and the monthly price of a ton of PG64-22 (bitumen).

The base price of a ton of PG64-22 (bitumen) for this contract is Zone 1, \$648.00/ton, Zone 2, \$600.50/ton, and Zone 3, \$553.00/ton determined May 25, 2011.

The monthly price of a ton of PG64-22 (bitumen) will be determined on the last Wednesday of each previous month.

When the monthly price divided by the base price is .90 thru 1.10, there will not be a price adjustment on the first of the next month.

When the monthly price divided by the base price is less than .90 or greater than 1.10, there will be a price adjustment effective on the first of the next month. A Change Notice to the contract is issued indicating the base price of a ton of PG64-22 (bitumen) for this contract and the price adjustment multiplier of 100%. It will also indicate the applicable monthly price of a ton of PG64-22 (bitumen) and the changed price adjustment multiplier percentage.

A Change Notice will be issued, if applicable, to indicate return to the base price of a ton of PG64-22 (bitumen) for this contract and the price adjustment multiplier of 100%.

Contractor's invoices shall show the adjusted unit price based on the price adjustment in effect on the date material was delivered and/or picked up. Calculations will be retained by DOT Bureau of Maintenance as required.

The following is a list of districts in each Zone.

<u>ZONES</u>	<u>DISTRICTS</u>
ZONE 1	3, 4, 5, 6, 8
ZONE 2	2, 9
ZONE 3	1, 10, 11, 12

**INVOICING:**

- A. **Submitting Invoices:** Vendor must submit one complete original invoice to the "Bill To" address on the Purchase Order and include the following items:
1. Mandatory Items
    - a. Vendor Name and Address
    - b. Purchase Order Number
    - c. Invoice Date
    - d. Invoice Number
    - e. Invoice Quantity
      - i. It is very helpful if invoices reflect quantities per delivery and delivery date for each line item on the invoice. Grouping multiple day deliveries on an invoice requires the Commonwealth to determine which Goods Receipt (GR) in our system match the appropriate invoice. This can cause delays and in some cases more information requested in order to make determination.
    - f. Invoice Gross/Total Amount
      - i. Items on invoice should be listed by unit price and extended price, and grand total due for all items on the invoice.
  2. Preferred Items
    - a. SAP Vendor Number
    - b. Delivery Date
    - c. Purchase Order Line Item Number referenced on invoice line items.
- B. **Decimals and Rounding:** Decimal places for delivery ticket quantities and invoice quantities must be limited to two places (hundredths). If the third digit is 5 or greater, round to the next highest hundredth digit place. If the third digit is less than 5, round to the next lowest hundredth digit place.
- C. **Rejection of Invoices:** The Commonwealth may reject invoices which contain incomplete information, inaccurate information, are for materials or services outside of purchase order validity dates, or are believed to be duplicates. Invoice rejections will be communicated to the vendor by letter indicating the reason for rejection and corrective actions needed. Vendors can help prevent delays in payment due to rejections by ensuring all invoicing information is complete, accurate and submitted timely after delivery of service or materials.
- D. **Corrected Invoices:** If a corrected invoice is required as a result of a rejection or for other reasons, it is important for timely processing that the following guidelines be followed:
1. The corrected invoice should be stamped with "Corrected Invoice" in a manner which makes it clearly visible without covering other information.
  2. The corrected invoice number needs to be labeled as such, along with the original invoice number being replaced clearly designated. Both invoice numbers are required to avoid delays in payment.
  3. A concise description of the reason for the correction should be placed on the invoice if possible. The description can be on separate attachment if necessary, but is not preferred.

- E. **Duplicate Invoices:** Vendors should only submit original invoices once as described above. Multiple submissions of the same invoice will not result in faster payment. To the contrary, duplicate invoice submission will result in a delay due to increased research needed to resolve. If you have doubts that your invoice was received please use the contact information below to verify if resubmission is needed prior to sending.
- F. **Contact Information for Invoicing:**
1. For invoice status inquires – Vendor may check payment status of submitted invoices by accessing Comptroller Office website @ [www.comptrolleroperations.state.pa.us](http://www.comptrolleroperations.state.pa.us). Select Vendor Resources from the navigation links on left.
  2. For other invoice questions – use the website address above however; select Payable Services Call Center from the navigation links on left.
  3. For questions regarding your purchase order or contract please contact the “Purchasing Agent” listed on your purchase order or contract.

**Contract - 052.1 Right to Know Law (Feb 2010)**

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

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

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

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

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

E. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

F. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages,

penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

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

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

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

### **COSTARS PROGRAM CLAUSE**

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

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

1. A "local public procurement unit" is:

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

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;
- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

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

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

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.dgsweb.state.pa.us/COSTARSReg/Member.aspx>
- B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
  - C. **DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders ("POs") to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.**
  - D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
  - E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor's classification:

Contractor Classification	Required Administrative Fee
<b>Qualified Small Business Bidder</b> , defined as having less than 100 full-time employees or full-time equivalent employees and Gross Annual Revenue less than \$20,000,000 (\$25,000,000 for IT sales or service businesses)	\$500
All Other Bidders	\$1,500

1. **Each bidder electing to permit COSTARS Members to participate in the Contract must pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is asserting that it is a Qualified Small Business, a completed Department of General Services Small Business Certification must be returned with the bid package.**

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

2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at [www.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars)

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at [www.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars), where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
2. Direct all questions concerning the COSTARS Program to:

Department of General Services  
COSTARS Program  
555 Walnut Street, 6<sup>th</sup> Floor  
Harrisburg, PA 17101

Telephone: 1-866-768-7827  
E-mail [GS-PACostars@state.pa.us](mailto:GS-PACostars@state.pa.us)

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

**Please Answer: YES \_\_\_\_\_ NO \_\_\_\_\_**

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

**Please Answer: YES \_\_\_\_\_ NO \_\_\_\_\_**

**INQUIRIES:** Direct all questions concerning this Bid Invitation to the appropriate Commodity Specialist named herein.

Jamon Fogarty  
Bureau of Procurement  
6<sup>th</sup> Floor Forum Place  
555 Walnut Street  
Harrisburg, Pa. 17101-1914  
Phone: 717-346-3848  
Fax: 717-346-3820  
E-Mail: [jafogarty@state.pa.us](mailto:jafogarty@state.pa.us)