



**COMMONWEALTH OF PENNSYLVANIA (COPA)
DEPARTMENT OF GENERAL SERVICES (DGS)**

SPECIFICATIONS

**Disposable Food Service Products
Invitation for Bid No. 6100056875**

**SPECIFICATIONS
DISPOSABLE FOOD SERVICE PRODUCTS
SUPPLEMENTAL INVITATION FOR BID NO. 6100056875**

Supplemental Bid: In accordance with the Terms and Conditions of the Disposable Food Service Products Contract DGS is issuing Supplemental IFB #1. The intent of this supplemental bid #1 is to replace the cancelled contract for Lot #3 which was awarded under the original Solicitation 6100055061. Any supplier except the previously awarded Contractor may bid on this supplemental solicitation.

Contract Term: The term of the Contract resulting from this Supplemental Bid shall start upon the full execution of the new contract and expire on 5/31/23. Four (4) one-year contract renewal options are still available, as identified in the Terms and Conditions.

I. PROJECT SCOPE.

A. OVERVIEW. The purpose of this Supplemental Invitation for Bid (IFB) is for Commonwealth agencies to purchase Disposable Food Service Products in order to achieve its goals of purchasing quality goods and managing spend. The predominant users of these supplies are the Department of Corrections, Military and Veterans' Affairs and the Department of Human Services. The estimated annual spend for this contract (one lot) is \$100,000.

1. The original IFB was comprised of three (3) lots for various Disposable Food Service Products. This supplemental bid is only for one lot and is comprised of the original Lot 3 items which are identified on **Exhibit A, Cost Sheet**. Bidders are required to bid on all line items within the lot.
2. Lot Description: Aluminum Foil and Steam Pans, this lot consists of disposable foil products for use in an institutional kitchen or food service environment. These products include, but are not limited to, various sizes and gauges of Aluminum foil wraps and sheets, and steam table pan liners.
3. The specific line items and descriptions are identified on Tab 2 of **Exhibit A, Cost Sheet**. No specific manufacturers are identified on the line items, but the manufacturer's SKU numbers from the current contract are included for reference. Bidders may bid on the current manufacturer's SKU or an equivalent brand. See Tab 1 Instructions of the Cost Sheet for detailed instructions on completing the Cost Sheet.

B. METHOD OF AWARD. The Department of General Services (DGS) will award to the Bidder who offers the lowest, total price (extended price), and is deemed responsive and responsible.

C. DOCUMENTS REQUIRED. The following documents are required (except the COSTARS form, that is optional) to be completed and returned with your bids and could be rejected for failure to return required documents.

- Exhibit A, Cost Sheet
- Exhibit B, Reciprocal Limitations Act Requirements (GSPUR-89)
- Exhibit C, Iran Free Certification Procurement Form

- Exhibit D, Worker Protection and Investment Certification Form (BOP-2201)
- Exhibit E, Lobbying Certification Form (BOP-1307)
- Exhibit F, COSTARS Program Election to Participate Form (optional)

II. SPECIFIC REQUIREMENTS.

- A. MINIMUM ORDER.** The minimum order qualifying for F.O.B. delivered price shall be \$100.00. The awarded Contractors are responsible for all shipping/freight costs in association with any order that is issued to their company, as long as the ordering entity meets the minimum order dollar amount. If an ordering entity does not meet the minimum order dollar amount the awarded Contractor may add a reasonable freight/shipping cost accordingly.
- B. FILL RATE.** The awarded Contractor must maintain at a minimum a 95% fill rate. Fill Rate is defined as “the total number of items on an order, within the delivery time frame, divided into the total number of items ordered which are filled accurately and completely”. The awarded contract must provide yearly reports on their fill rate requirements. If the awarded Contractor consistently fails to maintain the Fill Rate without corrective action, they will be deemed non-responsible, and the Contract may be terminated. At a minimum, the awarded Contractor’s non-performance will be recorded in the Commonwealth’s Contractor Responsibility File. The selected Bidder must provide a quarterly Fill Rate report to the Contracting Officer.
- C. DELIVERIES.** All items ordered from this Contract shall be delivered in accordance with the requirements identified in the Terms and Conditions and this Specification. Special delivery requirements must be agreed upon by the Contractor and the ordering entity.
- D. ADDITION/DELETION OF PRODUCTS.** At no point is the awarded Contractor permitted to unilaterally change products or pricing.
1. Discontinued Products. Contractor(s) are responsible for notifying the DGS Contracting Officer of discontinued items in a timely manner. If a product is discontinued, the Contractor may propose an equivalent replacement product for the same price. The DGS shall determine whether the proposed product is acceptable as an equivalent. If the proposed product is acceptable the new product will be added to the Contract in place of the old and a change version of the Contract will be issued to the Contractor. If the Contractor cannot provide an acceptable equivalent product the DGS will remove the discontinued product from the Contract and issue a change version of the Contract to the Contractor.
 2. Deletion of Products. DGS reserves the right to remove products from the Contract(s) which have been determined to be low usage or no longer a requirement of the using agencies. If an item is removed from the Contract a change version of the Contract will be issued to the Contractor.
 3. Addition of Products. Additional items which are determined to be within the scope of this Contract may be added at the discretion of the DGS. In the event that the DGS determines additional items should be added, the following procedure will be followed. DGS will contact the awarded Contractor and afford them the opportunity to provide the item. DGS will determine if the price quoted by the Contractor is fair and

reasonable. If the price is determined to be fair and reasonable the item will be added to the Contract and a change version of the Contract will be issued to the Contractor.

III. GENERAL REQUIREMENTS.

A. REJECTIONS AND RETURNS.

1. Any items delivered in poor condition, in excess of the amount ordered, or not included in the purchase order may, at the discretion of the ordering entity, be returned to the awarded Contractor at the Contractor's expense within thirty (30) days. There shall be no restocking fees assessed to the ordering entity, except in the event that an ordering entity orders incorrectly.
2. Items deemed unacceptable and rejected at delivery time shall be immediately returned to the Contractor by the Contractor's delivery provider. Items deemed unacceptable after delivery has been made can be returned to the awarded Contractor. The ordering entity must contact the awarded Contractor to arrange for pick-up, replacement, and/or credit for the item(s). The awarded Contractor must remove unacceptable item(s) from the ordering entity location within ten (10) calendar days of receipt of notification. Unacceptable product(s) left at the ordering entity location for more than ten (10) calendar days will become the property of the ordering entity to dispose of as they see fit. If invoices have been submitted the awarded Contractor will issue credit(s) for the full amount of the rejected item(s).
3. Replacement items for rejected item(s) shall be delivered to the ordering entity within five (5) calendar days or on the next delivery date. In no case shall this period exceed fifteen (15) calendar days, unless as agreed upon by the ordering entity.
4. Incorrectly ordered item(s). Items ordered by an ordering entity in error will be returned to the awarded Contractor at the expense of the ordering entity. The awarded Contractor may charge a not to exceed 10% restocking fee per item. Credits for all returned items shall be made by the awarded Contractor immediately upon receipt of the returned item(s).

B. PRICE ADJUSTMENTS:

1. Frequency. Semi-annual price adjustments will be permitted for the duration of the Contract term, including renewals or extensions. Initial bid pricing shall be held from the effective date of the Contract until the first pricing adjustment which shall begin the first day of the seventh month. Each price adjustment thereafter will occur using the same cycle. The adjustments will be made by DGS fifteen (15) days prior to the adjustment date of the contract.
2. Price Adjustment Index. All price adjustments will be based on the Producer Price Index (PPI) from the U.S. Department of Labor, Bureau of Labor Statistics (BLS), using the Series identified below. Each item has an indication to the series below on the Cost Sheet for each lot (noted as paper, plastic or aluminum). Should the BLS discontinue use of these Series, the DGS and Contractors will mutually agree upon a replacement Series. The adjustments may

increase or decrease the price(s) of the contract items and will only be made when the calculation is greater than 3%.

- a) Aluminum Products – Series ID PCU3313153313150, Series Title: Aluminum sheet, plate, and foil mfg. - Aluminum Sheet, plate, and foil, not seasonally adjusted. Link: [Bureau of Labor Statistics Data \(bls.gov\)](https://www.bls.gov)

PLEASE NOTE. The U.S. Department of Labor’s stated PPI’s are subject to monthly revisions up to four months after original publication. Due to this information from their site, we will not utilize the Preliminary index, only the final, published index to determine any cost changes.

- 3. Calculating Price Adjustments. The base line for the first review will be the awarded Contractors bid price and the most recent, final PPI published on the date the bid closes. The adjustment portion will then be added to or subtracted from the unit price depending on PPI fluctuation for the review period. If the resulting calculated price is 3% or less than the current contract price, no price adjustment will be made. Adjustments will only be made when the calculation is greater than 3%. Below are examples of how the first three price adjustments will be calculated. These examples are for reference only as the figures used are not actual.

Example First Price Adjustment:

Submitted bid price \$20.00 per unit
PPI at time bid was submitted is 170.0
PPI at first adjustment is 180.0

Calculation:

$$180.0/170.0 = 5.9\%$$

$$5.9\% \times \$20.00 = \$1.17$$

$$\$20.00 + \$1.17 = \$21.17$$

The \$21.17 is the new price and the new base line.

Example Second Price Adjustment:

PPI is 180.0 and new baseline is \$21.17
PPI is 182.1

Calculation:

$$182.1/180 = 1.17\% \text{ increase}$$

Therefore, no adjustments made because the calculation is less than 3%.

Example Third Price Adjustment:

PPI is 180.0 and baseline is \$21.17
PPI is 186.0

Calculation:

$$186/180 = 3.3\%$$

$$3.3\% \times \$21.17 = \$.71$$

$$\$21.17 + \$.71 = \$21.88$$

- C. **SECURITY. (For Department of Corrections' Deliveries Only)** All Contractors or their sub-contractors who utilize regular delivery transportation must submit Department of Correction's (DOC) clearances for all drivers and their sub-contractor's drivers (*regardless if delivery is inside or outside of the perimeter fencing*). Common carriers providing these delivery services will not be required to render clearance certificates, however, are also subject to search and escort procedures. ALL CARRIERS reporting to outside warehouses must secure their vehicle (*windows closed and doors locked*), sign in at warehouse and wait for further directions from Correctional staff. The following link will provide instruction on requesting DOC clearance.

<https://www.cor.pa.gov/Facilities/Documents/Volunteer%20Documents/Centralized-Clearance-Check-Information-Request.pdf>

- D. **MONTHLY REPORT.** The awarded Contractor shall submit monthly spend reports to the Contracting Officer, no later than the fifteenth of the preceding month. Each report shall include the name and address of the awarded Contractor, contract number, period covered by the report, items purchased, quantity of items purchased, item cost, and ordering entity. The information shall be arranged in columns (spreadsheet preferred) on the report for each order received.

IV. **CONTRACT MANAGEMENT.**

- A. **POST AWARD ADMINISTRATION:** The awarded Contractor's performance shall be monitored and evaluated in accordance with the requirements outlined in the Contract. At a minimum, the awarded Contractor's performance shall be evaluated on an annual basis. The awarded Contractor may be required to attend Contract Performance Review meetings. These meetings will be for the purpose of providing a review of the Contractor's performance, discussing issues either party may have, and evaluating the overall effectiveness of the Contract. The meetings will be held quarterly, semi-annually, or annually at the discretion of the Department of General Services, or upon special request of the using agencies.
- B. **INQUIRIES:** Direct all questions concerning this IFB and any Contracts awarded as a result of it, to the Contracting Officer identified within the solicitation or on the Contract.