

## **SPECIFICATIONS**

### **CONTRACT SCOPE/OVERVIEW:**

This Contract will cover the requirements of Commonwealth Agencies for the supply of Commercial Furniture for those manufacturer lines awarded.

This Commercial Furniture Contract includes these major product categories:

**Seating, Tables, Library-Classroom-Music Room-Dormitory, Free Standing, Healthcare/Long Term Care Furniture, Lounge & Meeting Room, Computer, Outdoor/Patio Furniture, Executive Wood (Freestanding), Desking Systems, Demountable/Relocatable Walls, Ergonomic Furniture & Accessories, Computer**

### **PRICE LISTS:**

Price lists are submitted with the bid proposal electronically, for the sole purpose of providing a reference to the various items on the price list and the manufacturer's price for each item. Any reference, which may appear on any price list, to any terms and conditions, such as, F.O.B. Shipping Point or prices subject to change, will not be part of any contract with the successful bidder(s) and will be disregarded by the Commonwealth. All price lists/catalogs must be identified in bid.

### **SINGLE DISCOUNT:**

Only one discount will be accepted. Where suppliers are offering multiple discounts, the Commonwealth will accept the greatest discount offered. Multiple discounts on a single price list must be averaged or the bid may be rejected. The percentage discount from the appropriate price list must contain a numeric figure not to exceed for (4) digits so that entry can be made on Commonwealth's computer (example: 26.15%).

### **MINIMUM ORDER:**

The minimum order qualifying for F.O.B destination prices placed against this contract shall be four hundred dollars (\$400). Orders under \$400 may be delivered with additional freight costs added to invoice. Vendors shall provide ordering agencies with written quotes of additional freight charges prior to shipment.

### **PRODUCT UPDATE:**

The Awarded Suppliers may update the contract price lists at time of renewal to reflect new products, manufacturers price changes, and deletion of discontinued products.

At no time are awarded suppliers allowed to unilaterally change products or pricing. Orders will be monitored to ensure compliance.

## **AGENCY ORDERING REQUIREMENTS:**

Agencies using this contract must following the following ordering procedures depending upon the total estimated cost of the project:

1. **Projects under \$100,000:** If the estimated cost of the project is less than **\$100,000**, the using agency may go directly to a Supplier on contract for a quote.
2. **Projects exceeding \$100,000:** If the estimated cost of the project exceeds **\$100,000**, the using agency is required to send out notification to three (3) Suppliers on the Contract regarding the procurement This notification may be through electronic mail and should contain the product requirements.

## **SERVICES:**

Some suppliers have offered to provide additional related services in conjunction with the furniture items they are offering to supply to the Commonwealth under this contract. The additional related services are limited to: Design and layout of furniture being moved from one area to another; storage of furniture until new buildings or building renovations are completed; relocation and/or reconfiguration of manufacturers' lines of furniture.

Storage charges shall not accrue until sixty (60) calendar days after receipt of a contract purchase order and the agency has indicated they still cannot accept delivery.

The suppliers that included with their bids a list of all the above services offered by them along with the associated prices are indicated in the item sheets and are attached to the contract. These services and their associated prices are not factors in bid evaluation and award of the contract.

The prices will provide using agencies with better capability to determine best value in the selection of a manufacturer's product. These services are over and above the services already built into the furniture bid prices. The Commonwealth does, however, reserve the right to restrict the services which can be procured under the contract and not to include any services if either the prices are unacceptable or services are outside of the acceptable scope of additional services. Any price updates for these services are subject to the "Option to Renew" clause and the "Price Lists" clause.

## **INSTALLATION:**

Installation may be included as part of this contract. For the purposes of this contract, installation is defined as unpacking, assembling, setting the items in place and removing the packaging.

When requesting a quote from a supplier, the using agency shall indicate the need for installation, and the supplier shall price the cost of installation for the project in its quote.

**The supplier must quote and use union labor rates and use union labor for installation in areas/buildings that are union covered.**

**WARRANTY:**

Vendor must warrant all equipment including parts and labor against defects in workmanship and materials for a minimum of one (1) year. Warranty service may be performed at the requesting Commonwealth agency site or at the supplier's service center; however, the vendor shall be responsible for the removal, shipping, transportation, and installation costs involved with the repair or replacement. During the warranty period, manufacturer's standard warranties for equipment will apply, unless they conflict with the above warranty provisions.

**WARRANTY SHALL COMMENCE WITH FINAL ACCEPTANCE AND:**

- A) The contractor warrants that all equipment will perform in accordance with the published specifications and shall be free from defect in materials, workmanship, and title for a period of one (1) year from date of acceptance by the buyer.
- B) During the warranty period, vendor agrees to repair or replace any defective part(s) without charge to the using agency as outlined under these specifications. All parts removed shall become the property of the vendor.

**DELIVERY:**

**FOB DESTINATION PRICING SHOULD INCLUDE INSIDE DELIVERY**

Items ordered from this contract will be delivered within a reasonable time, not to exceed ninety (90) calendar days after receipt of Contract Purchase Order, unless otherwise agreed to, in writing, between the Department of General Services and the Supplier.

The supplier must contact the ordering agency prior to making delivery and mutually agree on the date of delivery and the approximate time.

**INVOICING:**

Invoicing should be sent upon delivery of the items to the using agency and not when they are shipped to the installing dealer or dealer of record.

**PACKAGING:**

Packaging shall conform to acceptable industry standards.

**CATALOGS & SERVICE:**

- A) It shall be the responsibility of the successful supplier to furnish and distribute their furniture catalogs including: Manufacturers Retail Price List, Wood Finish Charts, Plastic Laminate Colors and/or Wood Grain Patterns Charts and Swatch Samples of fabrics and Vinyl Upholstery Fabrics. The using agencies will be responsible to return all catalogs and swatches at their expense after the purchase order is written and/or no longer than 45 days. If the above reference material is not returned in a timely manner, the vendor will bill the using agency for the reference materials. Using Agencies may retain Manufacturers price list only.
- B) The awarded supplier may elect to have a representative call on the Using Agency. The visit must be made within 15 working days after request by Using Agency.
- C) Buyer's Reference Material: Upon request of the Buyer, Department of General Services, the manufacturer may be required to furnish catalogs, swatches, or other reference material which may be retained by the buyer at no charge.

## **FLAMMABILITY TEST:**

All fabrics and stuffed materials must meet or exceed those described in California Technical Bulletin 117-2013, entitled, "Requirements, Test Procedure and Apparatus for Testing the Flame Retardance of Resilient Filling Materials Used in Upholstered Furniture.

## **GEOGRAPHIC COVERAGE:**

Coverage under this contract shall be the entire state of Pennsylvania. Limited Geographical coverage is not acceptable and will be cause for rejection of your bid. One supplier will be responsible for the entire manufacturer's line.

Healthcare items in the form of beds, chairs, dressers, etc, ONLY may be submitted for consideration as contract items in response to this Invitation to Bid. Technical equipment, surgical or specialty items should not be submitted in response to this Invitation to Bid and will not be considered for award.

## **BIDDING INSTRUCTIONS:**

- a. All Bidders who are not OEM's will need to provide written certification from the Original Equipment Manufacturer (OEM) stating that they, the bidder, is an authorized representative (i.e. dealer/reseller) for the OEM's equipment upon which they, the bidder, is bidding on.
- b. The contract action to be derived from this bid action will be on a multiple award basis. Multiple award meaning that all responsive, responsible Original Furniture Manufacturer's will be awarded a contract. However, only a single award will be made representing any given Manufacturer for all categories.

**The two (2) possible scenarios for any given OEM's product lines will be as follows:**

### **i. If only the OEM will be providing a bid for their products:**

If award is made, the Contract Awardees (the OEM) may then use their dealer/reseller network to market the contract. However, all orders shall be written & addressed to the OEM's single designated addressee, and all invoicing and payments shall be transacted between the OEM's single designated point of contact for this contract.

Any business arrangement between the OEM and any of their authorized dealers/resellers is of minor concern to the Commonwealth, as the ultimate responsibility for contract performance will remain with the contractor of record (the OEM in this case).

### **ii.If the OEM authorizes their dealers/resellers to bid the project:**

If this would be the case, then only the single OEM's authorized dealer/reseller, who provides a responsive and responsible bid deemed to be the most cost/price effective for the Commonwealth, may be awarded the contract for this OEM's product line category (in accordance with the Bid Item Sheets for this bid).

Again, any business arrangement between the contractor of record and any of their authorized sub-contractors is of minor concern to the Commonwealth, as the ultimate responsibility for contract performance will remain with the contractor of record.

- c. All EOM's shall provide a listing indicating all their authorized dealers that they intend to utilize in the performance of any contract awarded. Listing to include, a minimum: dealer business name; business address; point of contact name; phone number; e-mail address. Please provide list in excel/word format.

**It is to be understood that though associated dealers may be utilized in performance of this contract, all purchase orders and invoicing/payments will be made directly to the contractor of record.**

- d. All bidders to provide referenced OEM's price list(s) in electronic format and attach it to the bid.
- e. All bidders are to provide a web link that will allow all ordering agencies to view and inspect the OEM's equipment standard specifications to provide the ordering agency adequate data necessary to make a proper selection of a unit to meet their requirements.

#### **IRAN FREE PROCUREMENT CERTIFICATION & DISCLOSURE:**

Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#.WDNfJJqo6Ht>

#### **INQUIRIES:**

Direct all questions concerning this Contract to the Commodity Specialist named herein:

**Lisa A. Vega, Commodity Specialist**  
**Department of General Services**  
**Forum Place**  
**555 Walnut Street, 6<sup>th</sup> Floor**  
**Harrisburg, PA 17101**  
**Telephone: (717) 346-4290**  
**Fax: (717) 783-6241**  
**E-mail: lvega@pa.gov**