

SPECIFICATIONS – PART 1

CONTRACT SCOPE/OVERVIEW: Any contract resulting from this Commonwealth Bid Invitation Number 6100021153 will cover the requirements of all Commonwealth using agencies for High Density Filing Equipment.

For the purposes of this contract, High Density Filing Equipment is hereby defined as mobile aisle systems, track sliding systems, high density storage filing, and specialized and odd sized filing cabinets. Refer to the Bid Item Sheets the for specific Equipment Categories being bid.

Freestanding lateral and vertical file cabinets (i.e. standard sizes, modular office, stackable, etc), filing supplies, freestanding standard storage units, and mailroom equipment are specifically excluded from this contract. Those items are available from the Systems/Metal Case and Wood Case Goods contract, Commercial Furniture contract, Office Supplies contract, or Mailroom Equipment contract as applicable.

NOTE: Agencies are required to comply with the responsibilities and procedures for the selection, acquisition, and use of filing equipment as set forth by Management Directive 210.6.

ELIGIBILITY: In order to be eligible for award, a bidder must comply with the following:

- 1.) A bidder must be the manufacturer of offered products or an authorized representative (i.e. dealer/reseller) of the manufacturer's products.
- 2.) If a bidder is not the manufacturer of offered products, the bidder will need to electronically attach to its bid the "**Original Equipment Manufacturer's (OEM's) Authorization to Bid Certification**" document after it has been completed and signed by the OEM.

The document states that the bidder is an authorized representative (i.e. dealer/reseller) for the OEM's equipment for which the bidder is submitting a bid, and that the bidder is authorized to provide a bid on the Commonwealth's Bid Invitation Number 6100021153 – High Density Filing Equipment. The document also states that the OEM will honor any responsibilities under warranty for products sold by the bidder, under any contract resulting from this bid action, if the bidder fails to perform such service. Dealers/resellers failing to provide a signed "Original Equipment Manufacturer's (OEM's) Authorization to Bid Certification" document for any manufacturer's product bid may result in rejection of bid.

- 3.) Bidders need to complete and electronically attach the document entitled "**Contractor Data Sheet**" to their bid. Bidders shall fill in their company's contact person information and, if applicable, provide a listing of all their authorized associate dealers including contact person information, which they intend to utilize in the marketing and performance of any contract awarded.

It is to be understood that any Contract Awardee, henceforth referred to as a Contractor of Record, may utilize their authorized associated dealers in the marketing and performance of the awarded contract. However, all purchase orders and payments will be made directly to the Contractor of Record and all invoices must be issued by the Contractor of Record.

Any business arrangement between any Contractor of Record and any of their authorized associated dealers is of minor concern to the Commonwealth as the ultimate responsibility for contract performance will remain with the Contractor of Record.

- 4.) Bidders must provide their Percent Discounts from the Original Equipment Manufacturer's (OEM's) List Pricing for the Equipment Categories that they are bidding on this IFB by completing and electronically attaching the document entitled "**Bid Item Sheets**" to their bid. See **BID ITEM SHEETS - SINGLE DISCOUNT** section of this document.
- 5.) **Bidders shall attach electronic copies of all Price Lists to their bid. All price lists must be identified by name and effective date.**

INSTRUCTIONS TO BIDDERS: Please click on the "General Data" Tab of this electronic Bid Invitation Number 6100021153, then click on "Information from Purchaser" and view the instructions in the Tendering Text (the text may also be viewed by clicking on the "Output Preview" button. Bidders should also download the document entitled "Instructions for Bidding in SRM" from the list of attachments under "Information from Purchaser". The "Instructions for Bidding in SRM" document includes screen shots which guide the bidder, step by step, through the process of creating and submitting an electronic bid.

AWARDS: Any contract award resulting from this bid action will be of a multiple-award, price-list type nature. Multiple-award meaning that all Equipment Categories bid by responsive and responsible bidders, in accordance with the Bid Item Sheet listings, may be awarded.

However, only a single award will be made in each Equipment Category (i.e. "High Density Compact Mobile Shelving Filing Systems – Electric Powered") for any given Original Equipment Manufacturer's (OEM's) products. The award will be based on the greatest discount from the manufacturer's most recent, official, dated and published suggested retail price list. **Bidders shall attach electronic copies of all Price Lists to their bid. All price lists must be identified by name and effective date.**

The Commonwealth reserves the right to reject any price list bid (or portion thereof) that it deems is outside the acceptable scope of the Equipment Category.

THE AWARDED SUPPLIERS' PERCENTAGE DISCOUNTS FROM THE OEM'S PRICE LISTS SHALL REMAIN FIRM FOR THE ENTIRE CONTRACT PERIOD.

BID ITEM SHEETS - SINGLE DISCOUNT:

Bidders must provide their Percent Discounts from the Original Equipment Manufacturer's (OEM's) List Pricing for the Equipment Categories that they are bidding on this IFB by completing and electronically attaching the document entitled "**Bid Item Sheets**" to their bid.

Only one discount will be accepted for any given manufacturer's price list bid within an individual Equipment Category. Multiple discounts on a single price list within an Equipment Category must be averaged or the bid may be rejected. **The percentage discount from the appropriate price list must be a numeric figure and contain not more than two (2) digits to the right of the decimal point. An example of an entry for Percent Discount from List Pricing would be 26.25%**

NOTE: If a supplier disregards the above and offers multiple discounts on any given manufacturer's price list bid within an individual Equipment Category, the Commonwealth will accept the greatest discount offered and apply it to the subject Equipment Category for that manufacturer.

Bidders may not add any new Equipment Categories or attempt to modify any of the Equipment Categories listed on the Bid Item Sheets. If this occurs no award will be made in any such newly created or altered Equipment Category and your bid response could be rejected as a conditioned bid.

PRICE LISTS: Bidders shall attach electronic copies of all Price Lists to their bid 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 must be identified by name and effective date in the bid proposal (ref. Bid Item Sheets).

SUPPLY OF PRICE LISTS / PRODUCT LITERATURE: Within five (5) business days after request from a Commonwealth agency, the awarded supplier is to furnish the agency with a copy of the requested price list(s) / product literature.

CONDITION OF PRODUCT / SPECIFICATIONS: All equipment offered in response to this bid action, **MUST BE NEW** and shall be in accordance with the Original Equipment Manufacturer's (OEM's) standard commercial specifications.

DELIVERY: It is understood that all net discounted pricing bid and awarded is at **FOB Destination terms, to include all delivery, shipping, and handling costs to any using agency within the Commonwealth of Pennsylvania.**

Items ordered from this contract shall be delivered within a reasonable time period, not to exceed thirty (30) calendar days after receipt of the purchase order by the supplier, unless otherwise agreed to, in writing, between the using agency and the supplier. In the event that delivery would be projected to exceed the thirty (30) calendar day time period, or other mutually agreed to time period, the supplier shall notify the ordering agency at which time the ordering agency may make determination to allow delivery time frame extension or to cancel the order.

All deliveries shall be securely packaged in accordance with normal industry practices/standards so as to avoid breakage or damage.

MINIMUM ORDER: The minimum order qualifying for FOB Destination delivered pricing shall be three hundred dollars (\$300.00) per single delivery point. Orders under \$300.00 may be placed by mutual agreement between the ordering agency and the supplier, however, freight charges shall be listed as a separate item on the invoice.

PRICE LIST UPDATES: Awarded suppliers may update their contract price lists at the time of contract renewal to reflect new products, manufacturer's price changes, and deletion of discontinued products.

Any price list update shall be based on the particular Original Equipment Manufacturer's (OEM's) industry wide price list change. Suppliers shall submit a letter to the appropriate Commodity Specialist requesting review and approval of the updated price list. The Supplier shall itemize all changes in a clear and concise fashion. It is the responsibility of the supplier to adequately justify changes. All requests for price list updates must be accompanied by an

electronic copy of the OEM’s most recent, official, dated and published suggested retail price list along with a letter of verification from the OEM. Suppliers will be notified in writing by the Commodity Specialist indicating approval or disapproval of the requested update. If approved, the Contract Overview posted on the Commonwealth’s eMarketplace website will be updated to indicate the new price list effective date. It will then be the responsibility of the supplier to distribute the price list to any Commonwealth using agency, upon request.

Any updated price lists approved by the Department of General Services, Bureau of Procurement at the time of a contract renewal shall remain firm and in effect through the contract renewal period (one year).

The awarded suppliers’ percentage discounts from the OEM’s price lists shall remain firm for the entire contract period (the initial year plus any and all renewal periods).

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

INSTALLATION / RELOCATION: If the ordering agency requires installation and/or relocation of equipment the agency should negotiate an installation and/or relocation price with the awarded supplier and add it to the purchase order as a separate line item. If installation and/or relocation is required, certain statutory provisions are required based upon the total cost of the equipment and the installation and/or relocation. The following chart indicates what clauses will be applicable based upon the total cost of the purchase order for equipment and installation/relocation. The text of the clauses follows:

Total Dollar Value of the Purchase Order for Equipment and Installation/Relocation	Applicable Clauses
\$0 to \$24,999.99	<ul style="list-style-type: none"> • Steel Products Procurement Act “A” • Prohibition Against the Use of Certain Steel and Aluminum Products • Insurance
\$25,000.00 to \$99,999.99	<ul style="list-style-type: none"> • Steel Products Procurement Act “A” • Prohibition Against the Use of Certain Steel and Aluminum Products • Insurance • Prevailing Minimum Wages • Performance Security
\$100,000.00 and greater	<ul style="list-style-type: none"> • Steel Products Procurement Act “A” • Prohibition Against the Use of Certain Steel and Aluminum Products • Insurance • Prevailing Minimum Wages • Performance Security and Payment Bond

STEEL PRODUCTS PROCUREMENT ACT “A” (OCT 2009)

In the performance of any contract awarded pursuant to this invitation to bid, the contractor and all subcontractors, materialmen, and suppliers shall use only “steel products” as defined in the Steel Products Procurement Act, Act of March 3, 1978, P.L. 6, No. 3, 73 P.S. §§ 1881-1887 (“SPPA”), including products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The definition of steel products also includes cast iron

products, as well as machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such products shall be determined to be a United States Steel product only if at least 75% of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product only if it complies with Section 165 of Public Law 97-424 (96 Stat. 2136).

The SPPA provides that, when a contractor supplies unidentified steel products for a public agency's use as part of any Public Works Project, before a public agency may authorize, provide for, or make payment, the Contractor must provide documentation including, but not limited to, invoices, bills of lading and mill certification that the steel was melted and manufactured in the United States before a public agency may authorize, provide for, or make payment. If a steel product is identifiable on its face, the contractor must submit certification which satisfies the purchasing agency that the contractor has fully complied with this provision.

If a purchasing agency has made any payment to the Contractor and later finds that the Contractor did not comply with the SPPA's requirements, the purchasing agency may recover such payment directly from the Contractor. The Contractor shall not deny repayment unless it can demonstrate that it has complied with the SPPA's requirements.

The SPPA also provides that any person who willfully violates any of its provisions shall be prohibited from submitting any bids to any public agency for a period of five years after the date of the determination that a violation has occurred. If the Contractor violates the SPPA, the public agency may debar the Contractor from performing any work or supplying any materials to a public agency for five years after the date of the determination that a violation has occurred.

The Contractor shall include these provisions regarding the SPPA's requirements in its subcontracts and supply contracts, so that the SPPA's provisions of the Act shall be binding upon each subcontractor and supplier.

PROHIBITION AGAINST THE USE OF CERTAIN STEEL AND ALUMINUM PRODUCTS (OCT 2009)

In accordance with the Trade Practices Act of July 23, 1968 P.L. 686 (71 P.S. §773.101 et seq.), the Contractor cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted.

1. BRAZIL: Welded carbon steel pipes and tubes; carbon steel wire rods; tool steel; certain steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet and cold-rolled carbon steel sheet.
2. SPAIN: Certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars and cold-formed stainless steel bars; pre-stressed concrete steel wire strands; certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet, hot-rolled carbon steel bars and cold-formed carbon steel bars.
3. SOUTH KOREA: Welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet and galvanized steel sheet.

4. ARGENTINA: Carbon steel wire rod and cold-rolled carbon steel sheet.

Penalties for violations of this paragraph may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

Note: This provision in no way relieves the Contractor of its responsibility to comply with those provisions of this Agreement that prohibit the use of foreign-made steel and cast iron products.

INSURANCE – GENERAL (DEC 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. **Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.

- B. **Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

PREVAILING MINIMUM WAGES (OCT 2009)

The contract with the awarded vendor is subject to and shall comply with the provisions, duties, obligations, remedies and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. Sections 165-1 through 165-17 and its regulations 34 Pa. Code Sections 9.101 through 9.112, which are incorporated herein by reference as if fully set forth herein. The contractor shall pay no less than the wage rates including contributions for employee benefits as determined by the Secretary of Labor and Industry (hereinafter referred to in this paragraph as "Secretary") for each craft or classification of all workers needed to perform this contract during the term hereof for the county in which the work is to be performed. In compliance with said Pennsylvania Prevailing Wage Act, the Prevailing Minimum Wage Predetermination, as approved by the Secretary, is attached hereto and made a part hereof.

A. The provisions of this paragraph shall apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors. The contractor shall insert in each of its subcontracts all of these required contract provisions and stipulations contained in this paragraph and such other stipulations as may be required.

B. No worker may be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in section 8 of the Act (43 P.S. § 165-8) and section 9.107 of the Act's Regulations (relating to petition for review of rates and hearings) shall be followed.

C. Workers employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of a contractually relationship which may be alleged to exist between a contractor, subcontractor and workers, at least once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Prevailing Wage Act or its Regulations prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any worker or public work.

D. The contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the place or places used by them to pay workers their wages. The posted notice of wage rates shall contain the following information:

1. The name of project.
2. The name of public body for which it is being constructed.
3. The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
4. The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.
5. A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor or subcontractor are not complying with the act or the regulations in any manner whatsoever, the worker may file a protest in writing with the Secretary of Labor and Industry within 3 months of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to them as wages for work performed on the public work project. A worker paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within 6 months from the occurrence of the event creating the right.

E. The contractor and subcontractors shall keep an accurate record showing the name, craft or classification, number of hours worked per day, and the actual hourly rate of wage paid including employee benefits, to each worker employed by the contractor or subcontractor in connection with the public work. The record shall include deductions from each worker. The record shall be preserved for 2 years from the date of payment and shall be open at reasonable hours to the inspection of the public body awarding the contract and to the Secretary or the Secretary's authorized representatives.

F. Apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council

and only apprentices whose training and employment are in full compliance with The Apprenticeship and Training Act (43 P.S. §§ 90.1 – 90.10), approved July 14, 1961 and the regulations issued thereto shall be employed on the public work project. A worker using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft or classification.

G. Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor & Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.

H. Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act, regardless of the average hourly earnings resulting therefrom.

I. Each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that workers have been paid wages in strict conformity with the provisions of the contract. If wages remain unpaid, the contractor or subcontractor shall set forth the amount of wages due and owing to each worker respectively. A copy of the form entitled "Contractor's or Subcontractor's Weekly Payroll Certification for Public Works Projects" is attached hereto.

J. Before final payment is made, a final wage certification must be submitted by all contractors and subcontractors.

PERFORMANCE SECURITY (OCT 2009)

a. The Contractor must furnish within ten (10) days after award of the purchase order the following:

- (1) For purchase orders between \$25,000.00 and \$100,000.00, performance security in an amount equal to at least 50 percent of the purchase order price.
- (2) For purchase orders in excess of \$100,000, a performance bond at one hundred percent of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The bond shall be solely for the protection of the contracting body which awarded the contract.

b. Failure to furnish the required performance security within the required ten (10) days time frame shall be considered a failure to perform a contractual obligation which may result in termination of the purchase order and award to another supplier. In the event of termination and re-award for failure to provide performance security, the contractor shall be responsible for any increase in cost to the Commonwealth.

c. Where the Contractor does not comply with the requirements of the purchase order, the amount of the performance security shall be paid to the Commonwealth as liquidated damages for the contractor's failure to comply, or the Commonwealth may, at its sole option, sue the contractor or its surety for the damages it has suffered for any breach of contract, in which case security held by the Commonwealth shall be applied as a credit in such suit for damages.

d. For purchase orders under \$25,000.00, no performance security will be required.

PAYMENT BOND (OCT 2006)

- a. For purchase orders in excess of \$100,000.00, the awarded contractor must furnish a payment bond in an amount equal to 100 percent of the contract amount. The payment bond must be executed by a surety company authorized to do business in the Commonwealth and made payable to the Commonwealth.
- b. The payment bond shall be conditioned on the prompt payment for all materials furnished or labor supplied or performed in the performance of the work. Labor and materials include public utility services and reasonable rentals of equipment for the periods when the equipment rented is actually used at the site.
- c. A payment bond shall be solely for the protection of claimants supplying labor and materials to the awarded contractor, or to any of its subcontractors, in the performance of the work provided for in the contract.
- d. The awarded contractor must furnish the payment bond within ten (10) days after award of the purchase order.

WARRANTY: Supplier 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 Using Agency Site or at the Supplier's Service Center, however, the Supplier shall be responsible for the removal, shipping, transportation, and installation costs involved with the repair or replacement. During the warranty period, the 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 Supplier 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, Supplier 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 Supplier.

INQUIRIES: Direct all questions concerning this proposal to the Commodity Specialist:

Robin Morse
Commodity Specialist
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Floor
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