SPECIFICATIONS
PART A

CONTRACT SCOPE/OVERVIEW:

This Contact will cover the requirements of Commonwealth Agencies for the supply and installation of **Systems – New Installation (Metal & Wood Case), Systems – Matching Existing and Systems – ReManufactured Systems** for those manufacturer lines awarded to the Supplier.

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.

ELIGIBILITY:

In order to be eligible for award, a bidder must be the manufacturer of offered products or an authorized dealer or supplier of manufacturer's products. If a bidder is not the manufacturer of offered products, bidder must include with its bid a letter signed by the manufacturer stating the bidder is authorized to sell the manufacturer's products, and also provide a letter authorizing the dealer to bid the manufacturer line direct. The manufacturer will honor any responsibilities under warranty for products sold by bidder, if bidder fails to perform such service.

Bidders failing to provide signed, manufacturer's letter attesting to authorization to sell/bid manufacturer's product may result in rejection of 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 four (4) digits so that entry can be made on Commonwealth's computer (example: 26.15%).

PRICE LISTS:

Price lists are submitted with the bid 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. Suppliers agree to supply the Commonwealth with copies of the Catalogues and Price Lists as requested by using agencies.

Each item shown shall be identified with the catalog number, type of fabric, and colors available.. All price lists/catalogs must be identified in bid.

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.

STORAGE OF FURNITURE:

The Supplier must have the ability to provide storage of furniture until new buildings or building renovations are completed. Storage charges shall not accrue until ninety (90) calendar days after scheduled delivery date and the using agency has indicated they still cannot accept delivery.

COMMUNICATION WITH DEALER NETWORK:

The Supplier must communicate with the manufacturer and its other dealers and subcontractors concerning proper quotations and invoicing to Commonwealth agencies. Invoices must reflect list prices for all parts/components in the ordered Office Furniture and show the discount percentage taken from list prices.

INVOICING:

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

DISPOSAL OF PACKAGING:

The Supplier must dispose of shipping material and packaging at the time of installation. Recycling of shipping and packaging material is required when possible.

TIMELY DELIVERY:

Timely delivery in accordance with the terms and conditions of the Contract is essential. The Supplier shall immediately notify the using agency and the Department in writing if any situation delays or threatens to delay the timely performance of any order. The notification shall include the Supplier's best possible delivery time for the using agency's approval. If the using agency does not approve the alternate delivery date(s) (with or without obtaining consideration from the Supplier), the Commonwealth shall have the right to cancel the order (s) in whole or in part without further liability on the Commonwealth's part. The Department also has the right to purchase the goods elsewhere and/or hold the Supplier accountable for all damages and direct costs resulting from the Supplier's unacceptable delivery date(s). If unapproved late deliveries are made, the using agency may cancel the order(s) in whole or in part, purchase the goods

elsewhere, and/or hold the Supplier accountable for all damages and direct costs resulting from the Supplier's failure to deliver on schedule.

Acceptance of a late delivery by the using agency shall not constitute a waiver of the using agency's claim for any damage that the late delivery may have caused. The using agency also has the right to require multiple deliveries to the same site within the same time frame.

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.

TERM OF NEW CONTRACTS:

Will be upon approval thru 5/31/2019, with 3 one year option renewals