

**DISPOSABLE FOOD SERVICE PRODUCTS**  
**RFP #6100052947**  
**TECHNICAL SUBMITTAL, LOT 1**  
**DISPOSABLE BAGS, FOIL, WRAPS AND ACCESSORIES**

**I-1. Specific Requirements.**

**A. General Scope.** The purpose of this RFP 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 is \$2,000,000.

This RFP is comprised of two (2) lots for various Disposable Food Service Products. Offerors may submit proposals on Lot 1, 2 or both, but when submitting a proposal, they must quote on all line items within a lot for their proposal to be considered responsive. These lots must be submitted separately, but the Department of General Services (DGS) reserves the option to award as multiple or single award, whichever is in the best interest of the Commonwealth.

1) Lot 1, Disposable Bags, Wraps, Foil, Containers and Accessories. This lot consists of disposable products for use in an institutional/hospital kitchen or food service environment. These products include, but are not limited to, plastic wrap, aluminum foil, pan liners, disposable food containers, paper hats, storage bags, etc.

2) Lot 2, Disposable Bowls, Cups/Lids, Plates, and Plasticware. This lot consists of disposable products made of foam, paper, and plastic for use in an institutional/hospital kitchen or food service environment. These products include, but are not limited to, bowls, cups (hot & cold) with lids, trays with compartments, plates, plastic utensils (knife, fork, spoon, spork), etc.

Offerors shall submit detailed descriptions of the products they propose in response to this RFP. Additional documentation related to the product specifications may be requested.

**B. Deliveries:** All items ordered from this Contract shall be delivered within 10 business days upon receipt of a Purchase Order.

**C. Fill Rate:** The selected Offeror 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”. If the selected Offeror 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 selected Offeror’s non-performance will be recorded in the Commonwealth’s Contractor Responsibility File. The selected Offeror must provide a monthly Fill Rate report to the Contracting Officer.

**D. Minimum Order:** The minimum order qualifying for F.O.B. delivered price shall be \$100.00. The selected Offeror are responsible for all shipping/freight cost 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 selected Offeror may add a reasonable freight/shipping cost accordingly.

**E. Addition or Deletion of Products.** At no point is the selected Offeror allowed to unilaterally change products or pricing. The selected Offeror are responsible for notifying the Contracting Officer of discontinued items in a timely manner. If a product is discontinued, the selected Offeror may propose an equivalent replacement product for the same price. DGS in its sole discretion shall determine whether the proposed product is an equivalent. If the selected Offeror cannot provide an acceptable equivalent product DGS may remove the product from the Contract.

Additional line items that are reasonably construed to be within the scope of this procurement may be added to the Contract at the discretion of the DGS. In the event that DGS determines additional line items should be added, the following procedures will be followed. DGS will contact the selected Offeror and afford it the opportunity to provide the item. DGS in its sole discretion will determine if the price quoted by the selected Offeror is fair and reasonable.

**F. Security (For Department of Corrections' Deliveries Only):** The selected Offeror 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 fence*). 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>

**G. Rejections and Returns:** 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 selected Offeror at the selected Offeror'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. Incorrectly ordered item(s) will be returned to the selected Offeror at the expense of the ordering entity, not to exceed a 10% restocking fee per item. Credit for all returned goods shall be made immediately after the selected Offeror receives the returned item(s).

In the event that item(s) are rejected at time of delivery, the selected Offeror's delivery provider will be required to take the item(s) back immediately. Replacement product for the rejected item(s) will be delivered to the ordering entity within five (5) calendar days, or the next delivery date, not to exceed fifteen (15) calendar days. Items which have been deemed unacceptable after delivery has been made can be returned to the selected Offeror. The ordering entity must contact the selected Offeror's Customer Service Representative to arrange for pick-up, replacement and credit for the item(s). The selected Offeror must remove unacceptable product(s) from the ordering entity location within seven (7) 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 selected Offeror will issue credit(s) for the full amount of the product(s) purchased.

*Offeror Response: Please indicate that you **acknowledge** this section and you are able to provide the information provided in section I-1. Please provide a response regardless if you submit for one or all lots:*

## **I-2. General Requirements**

- A. Cost/Prices.** The proposal submitted by the selected Offeror will be incorporated into any resulting Contract and the Offeror will be required to provide the awarded item(s) at the prices quoted in its proposal for Lot 1. Offerors must provide pricing on all line items within a given lot for their proposal to be deemed responsive.
- B. Approved Equal.** Whenever an item is defined in this RFP by trade name and catalogue number of a manufacturer or vendor, the term "or approved equal," if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a "no substitute" is requested. When a "no substitute" is requested, the Issuing Office will consider only proposals for the referenced product only. The term "approved equal" is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which is to be used equally as well as specified. An Offeror quoting on a product other than the referenced product shall: a) furnish complete identification in its proposal of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposed to furnish; and c) indicate any known specification deviations from the referenced product.
- C. New Equipment.** Unless specified in this RFP, all products offered by the Offeror must be new or remanufactured. A "new" product is one that will be used first by the Commonwealth after it is manufactured or produced. A "remanufactured" product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the

original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this RFP, used or reconditioned products are not acceptable. This clause shall be construed to prohibit Offerors from offering products with recycled content, provided the product is new or remanufactured.

**D. Post-Submission Descriptive Literature.** The Commonwealth may, during its evaluation of the proposed product(s), require the Offeror to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the proposal as non-responsive.

*Offeror Response: Please indicate that you **acknowledge** this section and you are able to provide the information provided in section I-2. Please provide a response regardless if you submit for one or all lots:*

**I-3. Reports.** The selected Offeror shall submit monthly spend reports to the Contracting Officer referenced herein, no later than the fifteenth of the month prior. Each report shall include the name and address of the selected Offeror, contract number, period covered by the report, items purchased, quantity of items purchased, cost and ordering entity. The information shall be arranged in columns on the report for each order received.

*Offeror Response: Please indicate that you **acknowledge** this section and you are able to provide the information provided in section I-3. Please provide a response regardless if you submit for one or all lots:*