



**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES**

**IFB SPECIFICATIONS & REQUIREMENTS  
CORRUGATED CARTONS**

**Invitation for Bid (IFB) No. 6100056592**

## A. GENERAL REQUIREMENTS

1. **CONTRACT SCOPE:** The Commonwealth of Pennsylvania (COPA), Department of General Services (DGS) is issuing this Invitation for Bid (IFB) for Corrugated Cartons. This solicitation includes cartons of varying dimensions. Detailed descriptions for each core item are provided in **Attachment A, Corrugated Cartons Technical Specifications**. The resulting contract will be for use by all Commonwealth agencies. The estimated annual spend is \$100,000.
2. **METHOD OF AWARD AND BIDDING INFORMATION:** This will be a single award to the lowest responsive and responsible bidder based on the total accumulated pricing for all core items. The non-core price list discount will not be evaluated when determining low bid.

**Attachment B Required Documents Form** identifies additional documents which are incorporated as Attachments and made part hereof. These additional documents are required to be completed and returned with your bid in the PA Supplier Portal; bids may be rejected for failure to return these required documents.

## B. BIDDING REQUIREMENTS

1. **PRICING:**

**Core Line Items.** Bidders must enter a per carton bid price for each core line item of the solicitation in the PA Supplier Portal. Bidders are required to bid on **all** line items. Failure to enter a bid price for any of the line items will result in your bid being deemed non-responsive, and your bid will be rejected.

**Price Scaling.** DGS is asking for price scaling for one (1) item, the Record Retention Box with Separate Lid, Commonwealth Material Number 131454. The Record Retention Box with Separate Lid is Line Item 1 of the solicitation in the PA Supplier Portal. Bidders are required to enter a bid price for each of the order quantities of the scale. The order quantities are identified below.

Line Item 1a: 25 to 125 cartons (1-5 bundles)

Line Item 1b: 150 to 1250 cartons (6-50 bundles)

Line Item 1c: 1275 cartons and over (51+ bundles)

**Non-Core Catalog Line Item.** Bidders must outline a percentage discount from their offered current, published price list for non-core items. The non-core discount shall be calculated as a percentage (%) off the Manufacturer's current, published price list and does not apply to the core list of items. Bidders must enter their offered discount percentage within the Solicitation in the PA Supplier Portal. This percentage discount can be no more than two (2) decimal places. The non-core percentage (%) from list price **will not** be considered in awarding this Contract. The awarded Contractor is required to provide an (electronic) copy of the price list at time of award. They are also required to provide copies to using agencies upon request.

Using agencies will be permitted to procure additional types of cartons using the non-core catalog discount. Any non-core procurement greater than the current small, no-bid threshold, as stated in the Commonwealth's Procurement Handbook Part I Chapter 07, shall require the approval of the Contracting Officer. Agency procurements of non-core catalog items with a value estimated higher than this threshold may be required to be purchased through a separate, competitive procurement process.

FOB Destination. Bid prices are FOB Destination as identified in Section V.9 Contract 007.01a Supplies Delivery of the Terms and Conditions.

2. **PRICE ADJUSTMENTS:** The Commonwealth recognizes that during the term of the contract there may be significant price changes relative to the raw materials required to manufacture these products. Therefore, DGS will make price adjustments on a quarterly basis for the duration of the Contract, including renewals or extensions. The price adjustments may increase or decrease the price(s) of the contract items. All price adjustments shall be based upon the Producer Price Index (PPI) from the [U.S. Department of Labor, Bureau of Labor Statistics \(BLS\), for Corrugated Paperboard \(Product Code WPU091405\)](#). Should the BLS retire or otherwise no longer publish said Product Code, DGS and the awarded Contractor shall mutually agree on a replacement code and DGS will issue a change to the Contract.

The U.S. Bureau of Labor Statistics (BLS) stated PPIs are subject to monthly revisions up to four months after original publication. Due to this, we will not utilize the Preliminary Index Rates, only the most current and Final Published Index Rates, to determine any price changes. The adjustments will be made by DGS fifteen (15) days prior to adjustment date of the contract.

The first review will begin three (3) months after the execution of the Contract. The adjustment will be based on the Contract line item prices. The adjustment portion will then be added to or subtracted from the Contract line item price depending on PPI fluctuation for the review period. If the resulting calculated price is less than a 3.5% change of the current contract price, no price adjustment will be made. Adjustments will only be made when the calculation change is 3.5% or greater.

Example:

The first PPI adjustment will be at the three (3) month mark of the contract.

Submitted bid price \$20.00 per case

PPI at time bid was submitted is 100.0

PPI at first adjustment is 104.0

Calculation:

$$104.0/100 = 4\%$$

$$4\% \times \$20.00 = \$.80$$

$$\$20.00 + \$.80 = \$20.80$$

The \$20.80 is the new price and the new base line.

The second PPI adjustment will be at the six (6) month mark of the contract.

Example: PPI is 104.0 and new baseline is \$20.80

PPI is 106.0

Calculation:

$$106.0/104.0 = 1.9\% \text{ increase}$$

Therefore, no adjustment is made because the calculation is less than an adjustment of 3.5%.

3. **ADDITION/DELETION OF PRODUCTS:** The awarded Contractor is responsible for notifying the Contracting Officer of discontinued products in a timely manner. At no point is the awarded Contractor allowed to unilaterally change product(s) or pricing. The Commonwealth reserves the right to reject and substitute products post award if the product performance is deemed unacceptable.

Additional line items that are determined to be within the scope of this procurement may be added to the Contract at the request of the using agencies. In the event that DGS determines that the additional line item should be added, the following procedures will be followed. DGS will contact the awarded Contractor and afford them the opportunity to provide the item(s). DGS, in its sole discretion, will determine if the price quoted by the awarded Contractor is fair and reasonable. DGS may at any time request samples of cartons.

4. **MINIMUM ORDER:** The minimum order qualifying for F.O.B. delivered price to any agency within the Commonwealth of Pennsylvania shall be \$250.00. The awarded Contractor is responsible for all shipping/freight costs in association with any order that is issued that meets the minimum order dollar amount. If the using agency does not meet the minimum order dollar amount, the awarded Contractor may add a reasonable freight/shipping cost accordingly.
5. **RETURNS:** Any items delivered in poor condition, in excess of the amount ordered, or not included in the purchase document may, at the discretion of the Commonwealth ordering entity, be returned to the awarded Contractor at the Contractor's expense within thirty (30) days. Credit for the returned goods shall be made immediately after the awarded Contractor received the returned items. There shall be no restocking fees assessed to the Commonwealth or eligible Contract users, except if the ordering entity orders incorrectly. Incorrectly ordered item(s) will be returned to the awarded Contractor at the expense of the ordering entity, not to exceed a 10% restocking fee per item. Credit for returned goods shall be made directly after the awarded Contractor receives the returned item(s).

If a product is rejected at time of delivery, the awarded Contractor's driver will take the product back immediately. Replacement product for rejected items will be delivered to the ordering entity within five (5) calendar days or the next delivery date not to exceed fifteen (15) calendar days. Any product deemed unacceptable after delivery has been made, the ordering entity will contact the awarded Contractor's Customer Service Representative to arrange for pick-up of product(s), credit, and replacement. The awarded Contractor will remove unacceptable product(s) from the ordering entity location within one week of receipt of notification. Unacceptable product(s) left at the ordering location for more than ten (10) days will become the property of the Commonwealth 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 product(s) purchased.

6. **RECIPROCAL LIMITATIONS ACT REQUIREMENTS (GSPUR-89) (Attachment C):** See Section II.4 II-IFB-017.1b Reciprocal Limitations Act – Electronic Submittal (February 2007) of the Terms and Conditions for details.
7. **IRAN FREE PROCUREMENT CERTIFICATION & DISCLOSURE (Attachment D):** 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.
8. **WORKER PROTECTION AND INVESTMENT CERTIFICATION (Attachment E):** Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) and submitted with the bid, proposal, or quote.
9. **COSTARS.** The Commonwealth's COSTARS Program Language, which is incorporated as part of the Terms and Conditions, and the COSTARS participation Form (**Attachment F**), are optional for the potential supplier to this awarded contract. Additional information can be reviewed within the DGS website on the COSTARS program.

## C. CONTRACT REQUIREMENTS

1. **REPORTS:** Upon request, the awarded Contractor will be required to provide spend reports. These reports at a minimum will be required to include ordering agency name, product description, quantity purchased, unit price, extended unit price, and order date. The report shall be created in a format compatible with Excel®. The awarded Contractor may be required to submit a sample report upon notification of award.

The awarded contract may also be required to provide reporting on post-consumer recycled content each year. DGS works to provide this detail in order to optimize recycled content and the awarded Contractor may be required to submit sample information post award.

2. **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 to provide the awarded Contractor performance reviews, discussion of issues either party may have concerning the Contract, or to evaluate the overall progress 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.
3. **SECURITY: (For Department of Corrections' Deliveries Only)** All awarded 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 fence*). Common carriers providing these delivery services will not be required to render clearance certificates; however, they are 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>
4. **INQUIRIES:** All inquiries regarding this solicitation or the resulting Contract should be referred to the Contracting Officer identified in the Solicitation.