

SPECIFICATION PART 1

1. **METHOD OF AWARD:** The lowest responsive and responsible bidder for each manufacturer line item (Chrysler, Ford, and GM) will be awarded as the Primary supplier. Secondary awards will be made to all the remaining responsive and responsible suppliers.

The percent bid, entered on the bid sheet, shall be a numeric value with no more than two (2) decimal places. (Example: 2.15%) The percent bid may be either a positive (a percentage to be added to the Dealer's cost) or negative (a percentage to be subtracted from the Dealer's cost) number. The Commonwealth will award each line to the Bidder whose percent bid is the lowest price to the Commonwealth based on the Manufacture's Official Published Dealer Price list as of the Bid Opening date.

Each line item awarded will be considered the primary supplier for each line item. However, when a part is not available in a timely fashion from the primary supplier, the secondary supplier awarded for that line item shall be used.

2. **ELIGIBILITY:** In order to be eligible for award, a bidder must be able to provide the product statewide within the timeframes highlighted below. The bidder must be the manufacturer of offered products or an authorized dealer or supplier of the 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. 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 manufacturer's product may result in rejection of bid.
3. **SPECIFICATIONS:** Parts will be the brand(s) and items used by the manufacturer as original equipment, and as included in the latest Manufacture's Price List. No aftermarket parts are covered in this contract except as they appear on the Manufacturer's Price list. Unless specified by the ordering facility all items shall be NEW. Remanufactured or rebuilt parts shall be allowable as they are included in the manufactures price list, however, the ordering facility shall agree that they are ordering rebuilt or remanufactured items.
4. **MINIMUM ORDER:** No minimum order is required.
5. **DELIVERIES:** Terms are "F.O.B. DESTINATION" for all deliveries statewide. Bid prices shall include all transportation, delivery and handling charges.

DAUPHIN COUNTY:

Stocked items ordered **prior to 10:30 AM** by Commonwealth Agency facilities within **Dauphin County** shall be **delivered in the PM of the same business day.** Orders received from **10:30 AM thru 5:00 PM** shall be **delivered in the AM on the next business day.**

Non-stocked items ordered by Commonwealth Agency facilities within **Dauphin County** shall be **delivered within five (5) business days after Receipt of Order,** unless agreed to

and so designated at the time of order. Contractor shall agree with facility on suitable delivery time frame.

PA COUNTIES OUTSIDE OF DAUPHIN COUNTY:

Stocked items ordered by Commonwealth Agency facilities outside of Dauphin County shall be **delivered within two (2) business days after Receipt of Order.**

Non-stocked items ordered by Commonwealth Agency facilities outside of Dauphin County shall be **delivered within five (5) business days after Receipt of Order,** unless agreed to and so designated at the time of order. Contractor shall agree with facility on suitable delivery time frame.

All deliveries must have a packing slip along with an invoice for all p/card purchases. Items purchased through a Purchase Order, must have a packing slip when delivered and the invoice must be sent to the Comptrollers Address listed on the Purchase Order.

CWOPA reserves the right to purchase parts locally on a day to day basis, when not available from the contract vendor in a time frame considered in good business practice as determined by the local facility.

Monthly or quarterly meetings maybe scheduled with the supplier at the Commodity Specialist discretion, to adhere to any concerns that the supplier or Agency may need to address.

All failures to meet the delivery criteria will be discussed between the Supplier, the Ordering Agency, and the Commodity Specialist. The Agency must complete the “Contract Discrepancy Form”, attached to the contract overview. Once the form is completed, email to the Commodity Specialist for review, once the issue has been clearly identified a meeting will be scheduled with all parties to rectify the issue.

- 6. PRICE ADJUSTMENTS:** An Official Manufacturer Price List may be updated in accordance with a Manufacturer’s regularly distributed price list change. Invoices shall reflect the listed discount or mark-up from the Manufacturer’s Official Price List at the time of the order. It will be the responsibility of the supplier to distribute new price lists to the users as requested.

If the contractor finds that the Manufacturer Price used on an invoice varies from the currently acknowledged Official Manufacturer Price List, the Contractor must provide official documentation of an accurate Manufacturer price change. Awarded suppliers are allowed to unilaterally change products or pricing only upon satisfying this requirement. Orders will be monitored to ensure compliance.

The same % Bid on the contractor’s original bid sheet will be applied to the updated Official Manufacturer Price List. No Change in % Bid will be allowed throughout the term of the contract.

- 7. RETURN POLICY:** In the event CWOPA should have parts for return (i.e. due to overstocking, product obsolescence, and others) over the period of one (1) year after purchase from this contract, as long as the items are unused and in new condition, CWOPA will be refunded for the full amount of the parts in hand or if it chooses so, it shall have the

privilege of exchanging these for new items. For return purposes, it will be necessary for CWOPA to provide proof of actual pricing paid (i.e. copy of original invoice) for parts being returned. No Restocking Fee shall apply.

8. **SPECIAL REQUIREMENTS:** The Supplier agrees to supply engine assemblies, short engines, transmission assemblies, and differential carrier assemblies at no higher than the dealer's cost, as reflected in the Manufacturer's Price List.
9. **CATALOG:** The Commonwealth may require the awarded bidder(s) to supply its price list/catalog and any updated price lists/catalogs in electronic format. Price lists/catalogs must be provided in one of the following formats: Word document, Excel spreadsheet, or PDF file on CD-ROM. These catalogs and price lists shall be supplied to the Commonwealth agencies at no additional cost. If available, awarded suppliers may provide at no cost to the Commonwealth an Internet-based system that enables users to access the vehicle manufacturers' VIN-specific catalog (including illustrations), view the supplier's on-hand inventory, and place orders with the supplier.
10. **CORE CHARGES:** Core charges shall be net pricing, with no discount or mark-up applied. A copy of any invoice containing a core charge shall be provided to the facility at delivery regardless of invoicing for payment requirements.

It is preferable that the core be available for pick-up at the time of delivery of the replacement item. If this is not feasible, the using facility shall be responsible for the return of the core within ninety (90) days and any transportation costs if the return is not able to be accomplished by the vendor on a regularly scheduled stop. The contractor is not responsible for the cost of a second trip to pick up the core. Any core credit over 90 days post invoice date shall be at the discretion of the contractor, based on availability of credit from the manufacturer.

Credits for cores returned shall be in the same form as the original order. A P-card purchase shall have a P-card credit. If the original Invoice is from a PO, then the contractor shall issue a credit referencing the original PO and invoice.

If a core is found defective after a credit has been issued, the dealer shall provide proof of charge back from the manufacturer with the charge back to the using facility.

11. **INVENTORY MANAGEMENT COMPANY:** The Commonwealth in the future may require the awarded primary and secondary suppliers to work with an awarded vendor management company (IMC). Any awarded supplier must be capable of coordinating with IMC to ensure prompt deliveries, correct refunds and charge backs. In the event an inventory management company is engaged by the Commonwealth in the future, any awarded contract may be amended to outline any additional tasks or responsibilities of the awarded vendor not covered by the existing scope of work.

INQUIRIES:

Kevin Reichard, Commodity Specialist
Department of General Services
Bureau of Procurement
Forum Place, 6th Floor
555 Walnut Street
Harrisburg, PA 17101-1914

717-787-7547
kreichard@pa.gov