

## SPECIFICATIONS

1. **CONTRACT SCOPE/OVERVIEW:** This Bid will cover the requirements for all using Commonwealth agencies for Salt Brine Production Equipment and Brine Storage Tanks, as cited in this bid document's Bid Item Spreadsheets.
2. **DELIVERY:** All units are to be delivered within ninety (90) calendar days after receipt of the purchase order by the contractor. It shall be assumed by the parties that the contractor received the purchase order on the third business day following the day on the purchase order, unless the contractor provides credible evidence that the order was received on a later date.
3. **BACK-ORDERS AND ORDER STATUS:** All ordering agencies should ask for and all contractors shall provide, when requested, the back-order expectation and/or back-order status for any item ordered from the contract.
4. **SHIPPING:** Shipping shall be in accordance with normal industry standards and at FOB Destination terms. The contractor may add and prepay shipping/freight costs, BUT this cost and action must be made known IN WRITING to the ordering agency PRIOR TO the contractor accepting and processing any such purchase order against the contract.

**Note of Understanding:** It is to be understood that "FOB Destination" shall mean that the ownership of any item will not pass to the ordering agency customer until such time that the items have been delivered to and formally accepted by the ordering agency's authorized receiving personnel.

The only costs to be incurred in any delivery shall only be those agreed to and shown on the original purchase order.

5. **MINIMUM ORDER:** Shall be one (1) unit. One unit understood to be anything from a complete base system to a single auxiliary and/or replacement part. (It is understood that purchase order pricing will be at FOB Destination delivered pricing that includes all delivery, shipping & handling, and set-up charges to the ordering agency's location, as stated in the Purchase Order {SEE SECTION TITLED "SHIPPING" ABOVE})
6. **ADDITION/DELETION OF PRODUCTS:** The Supplier is responsible for notifying the Commonwealth of all new and discontinued products in a timely manner. Additional line items may be added to the contract through mutual agreement of the Supplier and the Department of General Services. Fair and accepted pricing will be comparable to similar items or the appropriate based line items. At no time is the Supplier allowed to unilaterally change products or pricing. The Contract mandates specific Manufacturers and labels. At no time during the duration of the Contract will any item other than the acceptable brand specified in the contract be accepted by the Facilities unless prior approval by the Department of General Services is granted. If a replacement product is requested for shipment by the Supplier due to brand/label and/or pack change, it must be authorized and approved by the Department of General Services prior to the Supplier shipping that replacement product
7. **INQUIRIES:** Direct all questions concerning this Invitation for Bid solicitation to:

Joslyn J. Thomas  
PHONE: 717-425-5043  
E-MAIL: [joslthomas@pa.gov](mailto:joslthomas@pa.gov)