



**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES**

**SPECIFICATIONS**

**Janitorial Paper Products  
Invitation for Bid No. 6100057301**

## A. GENERAL REQUIREMENTS

1. **CONTRACT SCOPE.** The Commonwealth of Pennsylvania (COPA), Department of General Services (DGS) is issuing this invitation for Bid (IFB) for Janitorial Paper Products. It is comprised of various Janitorial Paper Products, including paper towels (folded and roll), toilet tissue, facial tissues and similar items. The predominant users of these supplies are the Department of Corrections, the Department of Military and Veterans Affairs, the Department of Human Services and the Department of Transportation, but the contract is to be used by all Commonwealth agencies. The estimated spend for this contract is approximately \$1,800,000 annually.

In addition to this Specification document, the following documents are incorporated as exhibits and made part of these Specifications:

- Exhibit A Cost Sheet
- Exhibit B Additional Documents Form
- Exhibit C Reciprocal Limitations Act Requirements (GSPUR-89)
- Exhibit D Worker Protection and Investment Certification Form (BOP-2201)
- Exhibit E Iran Free Certification Procurement Form
- Exhibit F Lobbying Certification Form
- Exhibit G COSTARS Program Election to Participate Form
- Exhibit H PCID 1007 Toilet Tissue
- Exhibit I PCID 1008 Paper Towels
- Exhibit J PCID 1011 Facial Tissue

2. **PRICING.** Bidders must bid on all line items to be considered for award, failure to bid on all items and your bid will be rejected as non-responsive. The specific items and their descriptions that are part of this solicitation are identified on Exhibit A, Cost Sheet. Bidders are required to enter their bid price for each line item on Exhibit A, Cost Sheet. Additional instructions for completing Exhibit A are included within the document.

The solicitation in the PA Supplier Portal includes a line item for each of the items identified on the Cost Sheet (Exhibit A). Bidders **SHOULD NOT** enter their bid prices on these line items. All official bid prices must be entered on the Cost Sheet (Exhibit A), as noted above. If a Bidder enters pricing on the line items within the solicitation those prices will be disregarded and not considered for evaluation.

3. **REQUIRED DOCUMENTS.** See Exhibit B for a list of documents that are required to be completed and submitted with your bid in the PA Supplier Portal. Failure to properly complete these documents and return them with your bid may cause your bid to be deemed non-responsive and rejected.
4. **METHOD OF AWARD.** The Department of General Services (DGS) will award to the Bidder who offers the lowest, total price per lot (extended price) and are deemed responsive and responsible. Bidders must bid on all line items within a lot to be considered for award.

## B. BIDDING REQUIREMENTS

1. **QUALITY CONTROL.** Bidders must provide with their bid a letter stating the mills and converting plants supplying these materials have a quality assurance function that ensures the products meet industry and Commonwealth specifications. The letter must include, at a minimum: A brief overview of the quality assurance function and corporate quality philosophy and mission, certifications by national and international organizations, number of fulltime personnel, and contact information of department manager or director. Failure to provide this information will result in the bid being considered non-responsive.

2. **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.
3. **WORKER PROTECTION AND INVESTMENT CERTIFICATION.** 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), Exhibit D, which is attached hereto and made a part of this Participating Addendum.
4. **LOBBYING CERTIFICATIONS AND DISCLOSURE.** With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. The Contactor must complete and return the Lobbying Certification Form, which is attached as Exhibit F. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.
5. **COSTARS.** The Commonwealth’s COSTARS Program Language, which is incorporated as part of the Terms and Conditions, and the COSTARS participation Form (Exhibit G), are optional for the potential supplier to this awarded contract. Additional information can be reviewed within the DGS website on the COSTARS program.
6. **PRODUCT AWARD REQUIREMENT.** Certified Laboratory Test Data, in accordance with the TAPPI method in the PCID, must accompany each bid officially stating that the product to be supplied meets the requirements detailed in the specification documents, Exhibit H, PCID 1007 - Toilet Tissue, Exhibit I, PCID 1008 - Paper Towels, and Exhibit J, PCID 1011 - Facial Tissue.
7. **MINIMUM ORDER.** The minimum order qualifying for F.O.B. delivered price shall be \$100.00. Contractor is 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 Contractor may add a reasonable freight/shipping cost accordingly.
8. **DISPENSERS.** Contractor shall furnish to the Commonwealth any additional dispensing equipment that is needed, at no additional cost to the Commonwealth. Equipment shall be installed within fifteen (15) calendar days of receiving a request from a Commonwealth agency, unless otherwise agreed to by the agency, and shall become the property of the Commonwealth. There shall be no additional charge for supplying and installing dispensing equipment.
9. **PRICE ADJUSTMENTS.**
  - a. Frequency. Quarterly price adjustments will be permitted for the duration of the Contract term, including renewals or extensions. Initial bid pricing shall be held from the effective date of the Contract until the first pricing adjustment which shall begin the first day of the fourth month. Each price adjustment thereafter will occur using the same cycle. The adjustments can be made by DGS fifteen (15) days prior to the adjustment date of the contract.

- b. Price Adjustment Index. All price adjustments will be based on the Producer Price Index (PPI) from the U.S. Department of Labor, Bureau of Labor Statistics (BLS), using the Series, **Paper Products – ID WPU09130321**, Pulp, Paper, and Allied Products-Paper, not seasonally adjusted. Link: [Bureau of Labor Statistics Data \(bls.gov\)](https://www.bls.gov).
  - i. The adjustments may increase or decrease the price(s) of the contract items and will only be made when the calculation is 5% or greater. If a calculated price adjustment is less than 5% no price adjustment will be made.
  - ii. The U.S. Department of Labor’s stated PPIs are subject to monthly revisions up to four months after original publication. Due to this, DGS will not utilize the Preliminary Index Data to determine price changes, only Final Published Index Data will be used.
- c. BLS Index Changes. Should the BLS discontinue use of the above identified Series, DGS and the Contractor will mutually agree on a replacement Series. This mutual agreement will be documented by issuing a Contract Change Notice.
- d. Calculating Price Adjustments. The base line for the first review will be the awarded Contractor’s bid price and the most recent, final PPI published on the date the bid closes. The adjustment portion will then be added to or subtracted from the unit price depending on PPI fluctuation for the review period. The adjusted price will become the new Base Line for calculating the next price adjustment.
- e. Below are examples of how the price adjustments will be calculated. These examples are for reference only as the figures used are not actual.

Example First Price Adjustment:

Submitted bid price \$20.00 per unit  
 PPI at time bid was submitted is 170.0  
 PPI at first adjustment is 180.0

Calculation:

$180.0/170.0 = 5.9\%$   
 $5.9\% \times \$20.00 = \$1.17$   
 $\$20.00 + \$1.17 = \$21.17$

The percentage adjustment is 5% or greater; therefore, \$21.17 is the new price and base line.

Example Second Price Adjustment:

PPI is 180.0 and new baseline is \$21.17  
 PPI is 182.1

Calculation:

$182.1/180 = 1.17\%$  increase

The percentage adjustment is less than 5%; therefore, no adjustment will be made to the price.

**10. DELIVERIES.** All items ordered from this Contract shall be delivered in accordance with the requirements identified in the Terms and Conditions and this Specification. Special delivery requirements must be agreed upon by the Contractor and the ordering entity.

**C. CONTRACT REQUIREMENTS**

**1. 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 Contractor at the Contractor’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 Contractor 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 Contractor receives the returned item(s).

In the event that item(s) are rejected at time of delivery, the Contractor'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 Contractor. The ordering entity must contact the Contractor's Customer Service Representative to arrange for pick-up, replacement and credit for the item(s). The Contractor 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 Contractor will issue credit(s) for the full amount of the product(s) purchased.

2. **ADDITION/DELETION OF PRODUCTS.** At no point is the Contractor allowed to unilaterally change products or pricing. Contractor are responsible for notifying the DGS Contracting Officer of discontinued items in a timely manner. If a product is discontinued, the Contractor 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 Contractor 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 DGS. In the event that DGS determines additional line items should be added, the following will occur. DGS will contact the awarded Contractor and request them to propose an item that will meet the need and provide a price quote for the item. DGS will evaluate the proposed item and determine if the item will adequately meet Commonwealth need and if the price quoted by the Contractor is fair and reasonable. Upon completion of the product evaluation and price negotiation DGS will make a determination on whether to add the item(s). If the item(s) are to be added DGS will issue an official Contract Change to the Contractor. If DGS determines the product and pricing do not meet Commonwealth need, the item may be procured through a separate solicitation or procurement method.

3. **SECURITY (For Department of Corrections' Deliveries Only).** All Contractors or their sub-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 perimeter fencing*). 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>

4. **MONTHLY REPORT.** The awarded Contractor shall submit monthly reports to the Contracting Officer no later than the fifteenth of each month for the preceding month. Each report shall include the name and address of the Contractor, contract number, period covered by the report, as well as the description of the item(s) purchased, quantity of each item purchased, cost of items purchased, and the ordering agency. The information shall be arranged in columns on the report for each order received. These reports should be easy to read and customer friendly and shall be in an electronic format utilizing Microsoft Excel™.
5. **POST AWARD ADMINISTRATION.** The Contractor's performance shall be monitored and evaluated in accordance with the requirements outlined in the Contract. At a minimum, the Contractor's

performance shall be evaluated on an annual basis. Contractor may be required to attend Contract Performance Review meetings. These meetings will be for the purpose of providing 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.

6. **INQUIRIES.** Direct all questions concerning this bid and any subsequent awarded Contract(s) to the Contracting Officer.