

SPECIFICATIONS

CONTRACT SCOPE/OVERVIEW: This Contract (identified here and in the other documents as the "Contract") will cover the requirements of all Commonwealth State Agencies for Commercial Grade Food Service Equipment.

This Commercial Grade Food Service Equipment Contract includes these major categories:

Dishwashing Equipment, Refrigeration Equipment, Cooking Equipment, Food Preparation Equipment, Meal Delivery Equipment & Serving Equipment

*****NO SMALL WARES TO BE INCLUDED ON THIS BID*****

BIDS: In order to be eligible for an award, a bidder must be the manufacturer of offered products or an authorized dealer or supplier of the manufacturer's products.

Manufacturers bidding on this contract may offer more than one dealer to insure coverage for all agencies of the Commonwealth. Dealer lists noting if the dealer is authorized to receive purchase orders and payment directly, must be electronically attached to bid.

If a bidder is not the manufacturer of offered products, bidder must scan and electronically attach with its bid a letter signed by the manufacturer stating the bidder is authorized to sell the manufacturer's products and provide a letter authorizing the dealer to bid the manufacturer line direct. 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/bid manufacturer's product may result in rejection of bid.

AWARDS: Awards will be made to the responsible bidders offering the greatest discount from the most recent manufacturer's official, dated price list, one copy of which must be submitted with bid. Failure to comply may result in bid rejection. One award will be made for each manufacturer's complete line of available products.

SINGLE DISCOUNT: Only one discount will be accepted. Where suppliers are offering multiple discounts, the Commonwealth will accept the greatest discount offered. Multiple discounts on a single price list must be averaged or the bid may be rejected. The percentage discount from the appropriate price list must contain a numeric figure not to exceed for (4) digits so that entry can be made on Commonwealth's computer (example: 26.15%).

NOTE TO ALL BIDDERS:

ALL DISCOUNTS WILL REMAIN FIRM FOR THE LENGTH OF THE CONTRACT

PACKAGING: Packaging shall conform to acceptable industry standards.

PRICE SUBMISSION:

This price list/product shall be effective for the first year of the initial term of the contract.

PRICE LISTS:

Price lists are submitted with the bid proposal electronically, for the sole purpose of providing a reference to the various items on the price list and the manufacturer's price for each item. Any reference, which may appear on any price list, to any terms and conditions, such as, F.O.B. Shipping Point or prices subject to change, will not be part of any contract with the successful bidder(s) and will be disregarded by the Commonwealth. All price lists/catalogs must be identified in bid, and you will be submitting the December 2023 price list with your bid.

UPDATING PRICE LISTS:

Suppliers will use their most current price list when contacted by Agencies for quotes to create Purchase Orders and/or P-Card Purchases. You will not have to update pricing at any time for the remainder of the contract.

The awarded suppliers' percentage discounts shall remain firm for the entire contract period (the initial year plus any, and all renewal periods).

WARRANTY: Vendor must warrant all equipment including parts and labor, against defects in workmanship and materials for a minimum of one (1) year. Warranty service may be performed at the requesting Commonwealth agency site or at the vendor's service center, however, the vendor shall be responsible for the removal, shipping, transportation, and installation costs involved with the repair or replacement. During the warranty period, manufacturers' standard warranties for equipment will apply, unless it is less than the minimum one (1) year as required above.

WARRANTY SHALL COMMENCE WITH FINAL ACCEPTANCE AND:

A) The contractor warrants that all equipment will perform in accordance with the published specifications and shall be free from defects in materials, workmanship, and title for a period of one (1) year from date of acceptance by the buyer.

B) During the warranty period, vendor agrees to repair or replace any defective part(s) without charge to the using agency as outlined under these specifications. All parts removed shall become the property of the vendor.

CONDITION OF PRODUCT: ALL EQUIPMENT OFFERED IN RESPONSE TO THIS INVITATION TO BID MUST BE NEW. NO REMANUFACTURED EQUIPMENT MAY BE OFFERED UNDER THIS CONTRACT.

SERVICES: Bidders may offer to provide additional related services (maintenance, training, relocation of equipment, etc.) in conjunction with the equipment items they are offering to supply the Commonwealth under this contract. Bidders should include with their bids a list of all such services with the associated prices. The prices will provide using agencies with better capability to analyze manufacturers' products based upon life cycle costs. These services and their associated prices will not be a factor in bid evaluation and award of the contract.

The Commonwealth does, however, reserve the right to restrict the services which can be procured under the contract and not to include any services if either the prices are unacceptable, or services are outside of the acceptable scope of additional services.

INSTALLATION: If the ordering agency requires installation of the equipment, the agency should negotiate an installation price with the awarded supplier and add it to the purchase order as a separate line item.

However, installation is limited to setting the equipment in its final location and attaching it to other equipment, pre-existing electrical outlets, pre-existing fuel source connections, pre-existing ventilation ducts, and/or pre-existing plumbing connections that are outside of the walls. Under no circumstances shall the supplier do any additional electrical, HVAC or plumbing work as part of the installation.

PROHIBITION AGAINST THE USE OF CERTAIN STEEL AND ALUMINUM PRODUCTS: In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. §773.101 et seq.), the Contractor cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted.

1. BRAZIL: Welded carbon steel pipes and tubes; carbon steel wire rods; tool steel certain steel products, including hot-rolled stainless-steel bar; stainless steel wire rod and cold-formed stainless-steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet and cold-rolled carbon steel sheet.

2. SPAIN: Certain stainless-steel products, including stainless steel wire rod, hot-rolled stainless steel bars and cold-formed stainless-steel bars; pre-stressed concrete steel wire strands; certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet, hot-rolled carbon steel bars and cold-formed carbon steel bars.

3. SOUTH KOREA: Welded carbon steel pipes and tubes hot-rolled carbon steel plate; hot-rolled carbon steel sheet and galvanized steel sheet.

4. ARGENTINA: Carbon steel wire rod and cold-rolled carbon steel sheet.

Penalties for violations of this paragraph may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

Note: This provision in no way relieves the Contractor of its responsibility to comply with those provisions of this Agreement that prohibit the use of foreign-made steel and cast-iron products.

INQUIRIES: Direct all questions concerning this contract to the appropriate Commodity Specialist named herein.

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