

EXHIBIT F – IFB Section 2 and 3

STATE OF COLORADO



INVITATION FOR BID (IFB) and RESPONSE COVER SHEET TITLE: Laundry and Ware Wash Products

Per the attached specifications, terms and conditions.

Date:	8/26/14, Tuesday	IFB Number:	IFB-CM-15-001
Submit Bid to:	State of Colorado Department of Personnel & Administration State Purchasing Office 1525 Sherman Street, 3 rd Floor Denver, CO 80203	Sourcing Specialist:	Cheri Miller

Section 2 – Background, Overview, and General

2.1 **Background.**

The State Purchasing Office in the Colorado Department of Personnel & Administration, Division of Finance and Procurement, contracts for Contractor goods and services to be provided to Colorado State Agencies, Institutions of Higher Education, Political Subdivisions, eligible Non-profit Organizations, and other authorized entities across the State, border-to-border.

Historical Usage. Historically, laundry and ware wash products purchased through the current awarded price agreements generate over \$622,000 in annual spend (see below); which is based on sales reported by current Contractors. (Additional spend may be generated through non-contracted Vendors and may account for an additional \$20,000 annually.) This high-volume customer base enables the State to negotiate exceptional rates and benefits. Any volume information (spend or quantity) provided by the State are estimated figures only and are intended to assist potential Contractors in understanding the scope of the State's category needs. The expenditures reflect past usage and may fluctuate up or down. The State does not obligate itself to any or all quantities indicated nor does it guarantee future spending at these levels.

<u>Breakout of SFY 2014 Purchases:</u>	<u>\$</u>	<u>%</u>
State Agencies	\$458,223	74%
Institutions of Higher Education	\$33,067	5%
Political Subdivisions	\$130,962	21%

2.2 **Overview.**

The State Purchasing Office is requesting bids from responsible Bidders to establish Price Agreements for **laundry and ware wash products (and related services)** that will fulfill the needs for all eligible Ordering Entities within the State and covering one or more of seven (7) regions. (Regions are identified in **Exhibit B, List of Regions by County** and **Section 3.3, Statement of Work** below.) It is the State's business decision to determine if the level of goods/service and regions warrant an award.

As a result of this IFB, the State intends to award multiple "Price Agreement" contracts. A Price Agreement, by its nature, is indefinite in its size and value. It does not determine a specific quantity, time, or place, for the State's ordering practices; it does establish terms and conditions and a list of identified maximum prices for all applicable laundry and ware wash products (dry and liquid chemical formulations) that are covered under an awarded contract. Ordering Entities will place orders for goods/services through "Delivery Orders" (i.e. orders, purchase orders, etc.) that are based on the pricing in the Price Agreement's terms and conditions. Such related services are to install and maintain chemical dispensing systems for products purchased through the awarded Contractor, and training to Ordering Entity personnel in the appropriate use of the products.

The term "chemical dispensing system" includes the dispensing unit (pump, for example), the tubing (usually tubing and PVC pipe as a covering) between the dispensing unit and an Ordering Entity's owned

laundry and/or ware wash equipment, and the materials to hold the tubing in place such as brackets, straps, etc. The awarded Contractor is responsible for the 24 hours a day/7 days a week operation of its chemical dispensing systems. (See **Section 3.10 General Laundry and Ware Wash - Chemical Dispensing Systems Requirements** for further requirements.) **NOTE: An awarded Contractor is NOT responsible for the maintenance or repairs of an Ordering Entity's owned (or leased) laundry and/or ware wash equipment.**

Laundry detergent and ware wash compound products offered by the Bidder shall comply with various guidelines established for the industry to include the U.S. Environment Protection Agency (EPA), Designed for the Environment (DfE), Ecologo, and/or Green Seal. Further, the offered products are to align with the State of Colorado's Environmentally Preferable Purchasing Policies (EPP).

The following objectives are intended to be the result of this process: (1) comprehensive, competitively solicited contract offering laundry and ware wash products (and related services), (2) providing services to participating departments and agencies statewide; (3) exceptional customer service; (4) sustainable product offerings and business practices that have minimal environmental impact; (5) the achievement of substantial cost savings in product and administrative/overhead costs through the aggregation of the State's requirements; and (6) a supply contract and price structure that is clear, consistent, transparent, and fair.

The State may award all or part of this IFB based on the best interests of the State and reserves the right to award to multiple Bidders. To maximize chances of success in this process, Bidders are encouraged to provide an aggressive response to this IFB.

Goals: Achieve border-to-border coverage of services through a process that enables regional awards and allows regional subcontracting. The State encourages Colorado businesses to participate and invites all interested companies to submit a bid.

2.3 **General.**

Samples. Bidder may be required to furnish samples of product for evaluation prior to award. Samples furnished must conform exactly to the specifications herein unless otherwise specified by the State Purchasing Office. Samples furnished with deviations must be clearly marked. When required, samples shall be furnished within seven (7) calendar days upon request and are provided at the expense of the Bidder. Samples not provided in accordance with the specifications or within the time specified may result in rejection of the bid. A successful Bidder's samples may be retained for comparison with products delivered under the contract. For non-awarded Bidders, samples will not be returned unless the Bidder indicates the requirement to do so at the time the sample is furnished, and then only at the Bidder's expense. Failure to arrange for pick up of released samples within thirty (30) calendar days will result in disposal by the State of the samples. During the bid evaluation process, the State reserves the right to request further details, including formulations, to clarify specifications; and such will be identified as confidential and used for evaluation purposes only.

General Instructions for Products Submitted for Bid. Where brand name "or equivalent" is stated, Bidder may bid a substitute product that matches or exceeds the specifications of the brand listed. Equivalent items will be considered, provided descriptive literature and specifications accompany bid. Acceptability of equivalent items is at the sole determination of the State. Bidder must submit, with its bid response, product literature that contains complete technical specifications and test data sheets for each Laundry and Ware Wash item offered. All products in final, diluted-use concentration levels must have a multi-step flash (MSF) rating of 1 or 0. The State may request that the Bidder submit industry comparisons to substantiate that a substitute product is equivalent. Additionally, the State may require a sample(s) for evaluation. The State reserves the right to make the final determination as to whether or not a substitute product is equivalent or better for its intended use. Due to current economic conditions, products bid and identified to have environmentally preferable attributes and certifications are preferred to be cost neutral. During the bid evaluation process, the State reserves the right to request further details, including formulations, to clarify specifications; and such information will be identified as confidential and used for evaluation purposes only.

Bidder Response Workbook (Attachment 3). In addition to the technical portion of its bid (text), each Bidder submitting a bid to this solicitation is required to submit a completed **Bidder Response Workbook (Attachment 3)** as part of its bid, and as directed in **Section 3, Statement of Work**. The Bidder Response Workbook has multiple data tabs and all pricing, discounts, and notations shall be entered electronically into this Excel format. **NOTE: NO modifications by a Bidder to Attachment 3 will**

be accepted and NO other pricing format will be accepted. Pricing will NOT be considered if not listed electronically on the bid form provided, **Bidder Response Workbook (Attachment 3)**.

Section 3 - Statement of Work

An awarded Contractor shall provide goods to eligible Ordering Entities within the terms and conditions as stated below.

3.1 Minimum Specification for Response.

An awarded Contractor must demonstrate the **existence of its business** for a minimum period of two (2) years and provide evidence of **experience for a minimum of two (2) years** in providing the required types of goods/services; prior to submission of a response to a solicitation. The State may require additional information to determine an awarded Contractor's ability to perform. This information may include, but is not limited to, previous experience of company; years in business; quality and condition of equipment; financial condition; references as to size and scope of work done within the last five (5) years.

3.2 Subcontracting/Partnering.

Subcontracting and/or partnering is allowed so that an awarded Contractor can engage subcontractor(s) to provide goods and services which can expand the service coverage area. If an awarded Contractor engages a subcontractor to provide goods and services to an Ordering Entity, the awarded Contractor is legally liable for its engaged subcontractor. The awarded Contractor is responsible to manage its subcontractor(s) utilized in the performance of a resulting contract and ensure its subcontractor(s) also complies with the terms, conditions, and commitments of an awarded contract. Therefore, the awarded Contractor must establish a formal, written contract with its subcontractor(s). An awarded Contractor must disclose to the State all subcontractors it engages for the purpose of providing services to the State. Disclosure shall include a subcontractor's company name and address; and the name, title, and phone number of the primary contact.

An awarded Contractor is required to send such notification to the State via email within three (3) days of engaging a subcontractor. The State reserves the right to disqualify a subcontractor selected by the awarded Contractor, based on the State's past experience with the subcontractor. All invoicing for services rendered to an Ordering Entity shall be by the awarded Contractor through its standard invoicing documents and process. Payments for goods purchased shall be made to the awarded Contractor. Compensation by the awarded Contractor to its subcontractor(s) shall be by its internal accounting.

3.3 Service Regions.

There are seven (7) regions throughout the State that may receive supplies. An awarded Contractor must provide **laundry and ware wash products (and related services)** to ALL counties within a specific region for one or more of the seven (7) regions (noted below), and the regions awarded.

- Region 1 - Denver Metro Area
- Region 2 - South Central
- Region 3 - North Central
- Region 4 - West Central
- Region 5 - Northwestern
- Region 6 - Southwestern
- Region 7 - Southeastern.

3.4 Ordering and Delivery.

A. Ordering: The State desires to purchase **laundry and ware wash products** through various methods such as via telephone, email, FAX, or on-line. Awarded Contractors are expected to have an established business process to enable Ordering Entities to easily set up an account. Preference may be given for awarded Contractors who can offer the ability to set up and maintain internally hosted catalogs (i.e. list of items and unit pricing) and/or punch-out catalogs. The State has the right to implement catalogs in a phased approach. While Ordering Entities are encouraged to use an awarded Contractor's electronic or telephonic ordering methods to have the products delivered to the Ordering Entity and to reduce visits to an awarded Contractor's stores; the final choice is a business decision by the Ordering Entity. The awarded Contractor is expected to accept payment with procurement cards (credit cards) for orders in addition to other payment methods such as issued checks and/or electronic funds transfers (EFT). Note: an awarded Contractor is NOT expected to have a store front or warehouse located in Colorado; however, such a facility is considered a "value added" feature. An awarded Contractor is required to provide a list to the State showing the number

and locations of stores and warehouses it maintains in Colorado; and its employee headcount within Colorado; and is required to provide an updated list to the State at least once a year.

At minimum, the State requires that an awarded Contractor establish new Ordering Entity accounts within two (2) business days of an Ordering Entity's request. At minimum, the State requires that an awarded Contractor establish a working relationship with the Ordering Entity within ten (10) business days of an Ordering Entity request. Working relationship may mean attending an Ordering Entity's on-site meeting(s) to develop a customized product assortment, strategic delivery plan, service plans, service reports, and other agency-identified and reasonable requirements.

Stock and Special Order Products: The State desires to contract with suppliers who can satisfy the State's **laundry and ware wash product** needs with exceptional, pricing and customer service. Product pricing shall be set for a defined period of time and at "ceiling pricing" for a single unit of measure. Factors such as quantity, frequency of orders, or an awarded Contractor offered promotions may enable further discounts to pricing and would be negotiated with the Ordering Entity at the time the order is placed.

Special Orders: Special ordered goods may incur additional costs which the awarded Contractor must disclose at the time the order is placed and agreed to by the Ordering Entity.

Return Policy: There will be instances when an Ordering Entity will have to return a product. Awarded Contractors are required to maintain a written return policy. Such policy shall be provided to the State in writing at least once a year or as updated.

- B. General Shipping and Delivery Requirements:** All products are to be shipped surface freight prepaid, freight on board (F.O.B.) destination to the Ordering Entity. No additional charges for packing, drayage or any other purpose will be allowed. Prepaid transportation charges will be documented, invoiced, and payable whenever non-surface premium shipping is requested, and shown as part of the cost of the product (freight charges shall not be shown as a separate line item.) Title to and risk of loss on all items shipped by an awarded Contractor to the Ordering Entity shall pass to the Ordering Entity subject to Ordering Entity's inspection and acceptance of such items at Ordering Entity's designated site.

Delivery, whether by company vehicle or third party carrier, is expected within **two (2) business days** after receipt of an order for stock items. For special order items, a delivery is expected within seven (7) business days, upon Ordering Entity agreeing to an awarded Contractor's notification of expected delivery time. A variation of delivery methods exists as each Ordering Entity has its own preference. This may include dock or warehouse delivery.

3.5 General Laundry Products Requirements.

In general, **laundry detergents and compounds products** offered by an awarded Contractor shall comply with various guidelines established for the industry to include the U.S. Environment Protection Agency (EPA), Designed for the Environment (DfE), Ecologo, or Green Seal. Further, the offered products are to align with the State of Colorado's Environmentally Preferable Purchasing Policies (EPP). Below is a list of products and their attributes currently being utilized and have been listed in the following Groups. Note: During the term of a resulting contract, as products are discontinued other products may be offered as a replacement by the awarded Contractor that meet or exceed the effectiveness of the original product; and may be accepted by the State at its sole discretion. Additionally, as new products and/or formulations are offered due to industry-wide developments and/or required by Federal or State regulations, such products may be offered by an awarded Contractor, and accepted by the State at its sole discretion.

Group 1. Laundry detergent

A. Powder (Dry Chemical) - General description and features

- Heavy-duty detergent compound.
- Meets Industry-accepted standard requirements of alkalinity, pH, and emulsifying power.
- Versatile and applicable to wide variety of operations, equipment and water quality.
- Exhibits good controlled sudsing.

B. Laundry Detergent, Heavy Duty

This product is biodegradable detergent containing a dual phase cleaning action to cover a wide range of soils and fabrics. It also will have a combination of anti-redeposition and whitening agents as well as being oil buffered to prevent tensile strength loss of fabrics.

Chemical features and ingredients:

- Enzymes and/or ozone-compatible systems.
- Suitable for use and effective in water of any hardness level and desired formulation to assist in rinsing and to prevent redeposition.
- Phosphate free, usable in geographic areas that ban all phosphates.
- Optical fluorescent brighteners with environmentally preferable attributes as certified by EPA, DfE, Ecologo, or Green Seal.
- NO insoluble materials permitted.

C. Liquid

This material shall be a pumpable liquid capable of cleaning a wide range of soils in the laundering process when used in conjunction with a liquid or powdered builder.

Chemical features:

- Optical fluorescent brighteners with environmentally preferable attributes as certified by the EPA, DfE, Ecologo, or Green Seal.
- Controlled foam for front-loading machines
- Versatile and applicable to wide variety of operations, equipment and water quality
- Performs and is usable at low temperatures
- Meets Industry-accepted standard requirements of alkalinity, pH, and emulsifying power

Group 2. Rust-Removing Sour

Liquid Laundry Sour - Chemical features:

- This material shall be a pourable liquid organic laundry sour.
- Acceptable acid strength at least 20% citric acid or equivalent environmentally preferable, safe handling formulation containing acids such as formic acid or hydrofluorosilicic acid.
- Provide products with a balanced formulation that protects the equipment.

Group 3. Bleach

Liquid - Chemical features:

- Product must be liquid bleach, which can be injected directly to machine.
- Must contain at least 10% available chlorine guaranteed for use at Colorado high altitudes.
- Must demonstrate fast bleaching action and unusual stain removal.
- Must be specially suited for low temperature bleaching operations and fast bleaching cycles.
- Suitable for use in laundry applications employed in laundering of white and colored cotton and polyester/cotton blend fabrics.
- Product shall be in uniform, low viscosity.
- Must keep tensile strength loss to minimum.
- Must contain no phosphates.
- No insoluble materials permitted.
- pH in bleach bath must be 9.5 to 10.5.

Ozonated Laundering. The EPA has noted that ozonated laundering products “*may significantly reduce use of water, energy, and detergents in the washing process.* Ozonated laundering uses ozone, generated by passing oxygen through a high voltage electrical field, to remove insoluble materials from fabric--usually white items. Injected into the wash water, ozone reacts chemically with soils making them soluble in water. Compared with conventional cleaning, ozonated laundering saves resources by operating at lower temperatures, with fewer rinse cycles, far less detergent--and less drying time. Ozone must be generated on-site and handled carefully since it is toxic and may cause respiratory irritation.” As this is a relatively new product line in the industry, few current Ordering Entities have had their facilities set up for ozonated laundering. Only limited data on use is currently available.

Group 4. Fabric Softener with Bacterial Static Agent

A. Liquid - Chemical features:

- Product must be high quality, liquid cationic fabric softener containing proven bacteriostats.
- Bacteriostats present must be of quaternary ammonium type. Cannot include mercury, tin or other heavy metals. Bacteriostats must be EPA registered materials.
- Irgasan DP 300 (phenol derivative) cannot be present.
- At recommended use concentrations, per EPA registration, product must be effective in inhibiting gram positive and gram negative bacteria and provide bacteriostatic protection against Staph aureus and Brevi. Contractor must use recommended amount per 100 weight of dry laundry to meet residual bacteriostatic level of bacterial control.
- Product formulation is registered with EPA.
- Bacteriostat present must also be effective against mildew, not to degree where mildew claims can be officially registered.
- Product must exhibit deodorizing properties.
- Fabric softeners present must be of quaternary ammonium type.
- Product must be non-toxic and non-irritating to even sensitive skin.
- Product must be readily and completely dispensable to machine.
- The end of batch resulting level is to be a pH level of 5.5 to 6.5

B. Liquid Sour & Softener Combined

This product shall be a stable, concentrated liquid sour-softener. The sour portion of the product provides the residual alkalinity neutralization capabilities. The softener portion of the product provides softness to the fabric; thereby, reducing fabric abrasiveness and wear. The softener characteristics will have been improved in this non-phosphorous product.

Group 5. Liquid Laundry Alkali

This material shall be a pourable liquid that contains a high alkali level, dispersing polymers, and crystal growth inhibitors.

Group 6. Liquid Pre-Soak

This product shall be a balanced blend of ingredients that will deliver pre-cleaning results. It will have excellent wetting and penetrating action for effective soil removers and will be

3.6 Ware Wash Detergents and Compounds Requirements

In general, **ware wash detergents and compounds products** offered by an awarded Contractor shall comply with various guidelines established for the industry to include the U.S. Environment Protection Agency (EPA), Designed for the Environment (DfE), Ecologo, or Green Seal. Further, the offered products are to align with the State of Colorado's Environmentally Preferable Purchasing Policies (EPP). Below is a list of products and their attributes currently being utilized and have been listed in the following Groups. Note: During the term of a resulting contract, as products are discontinued other products may be offered as a replacement by an awarded Contractor that meet or exceed the effectiveness of the original product; and may be accepted by the State at its sole discretion. Additionally, as new products and/or formulations are offered due to industry-wide developments and/or required by Federal or State regulations, such products may be offered by an awarded Contractor, and accepted by the State at its sole discretion.

Group 1. Machine Detergents

Detergents shall be available in solid, powdered, and liquid form for both large and small dishware washers.

General description and features for all forms: Solid, powdered, and liquid -

- Products shall be biodegradable
- High alkalinity, excellent water conditioning, defoamed
- Effective on medium or heavy soil loads
- Handles hard water conditions
- Superior water conditioning
- Super concentrated, less than 20% water
- Less alkaline than solids for safe handling purposes

Group 2. Manual Detergents

Detergents shall be available in solid, powdered and liquid form, included in this group are pre-soak agents.

General description and features for all forms: Solid, powdered, and liquid-

- Products shall be biodegradable
- Capability to penetrate and loosen food soils
- Maximum performance in all water conditions
- High detergency and sudsing capabilities
- Super concentrated
- Prefer concentrate

Pre-soaks

- Available in solid, powdered and liquid form

Group 3. Rinse Additives

Additives shall be available in solid and liquid form. Products shall be biodegradable.

A. Solid Rinse Additives

- Shall be concentrated.
- Provide rapid sheeting and spot free drying in soft to medium hard water.
- Low foaming when used in soft water.
- Effective in hard water conditions.

B. Liquid Rinse Additives

- Shall contain de-foaming agents.
- Promote spot free rapid drying.
- Heavy duty surfactants for effective use in hard water.
- Fast sheeting action and spot prevention.

Group 4. Germicidal Detergents

Detergents shall consist of Idophor, Quaternary, or EPA-approved alternative liquid.

A. Idophor Liquid Germicidal Detergent

- 1.75% titratable iodine in an acidic nonionic detergent base.
- Broad spectrum disinfecting action against bacteria, viruses and fungi.
- Suitable for hospital disinfecting, food service sanitizing, laboratory sanitization and cleaning of animal care facilities.

B. Quaternary Liquid Germicidal Detergent

- Disinfecting action against resistant strains of staphylococcus aureus, pseudomonas aeruginos and other common pathogenic organisms.
- Effective for hospital and food service sanitization.

Group 5. Food Service Cleaners

A. Scale/Lime/Iron Removal Detergent

- Blend of Mild acids and detergents.
- Removes Lime film, iron stains and scale.

B. General Purpose Degreaser Concentrate

- Ware Wash Hand Pot/Pan Liquid
- General Purpose Surface sanitizer / Disinfectant Cleaner Concentrate
- Freezer Cleaner
 - USDA approved.
 - Will not freeze to -30° F.
 - Quick soil removal.
- Hood cleaner
- Destainer/Stain Remover/Presoak
 - Removes stains (i.e. coffee, tea and food) from plastic, china, metal surfaces.
 - Stable oxygen bleaching agent with metal protecting properties.
- Oven and Grill Cleaner

3.7 Product Specifications, Labeling and Safety Data Sheets

A. Product Specifications and Labeling.

Awarded Contractors shall ensure product specifications and labeling shall meet EPA, USDA, FDA, CMSA, ASTA, and OSHA standards and regulations. All product containers shall exhibit manufacturer's standard commercial typeset label and shall be in compliance with applicable and current Federal Regulations for goods interstate commerce, to include new container construction. A permanent label shall be affixed to each dispenser, container, and case that meets OSHA requirements and the requirements of the Federal Hazardous Substance Labeling Act and shall show the 24-hour poison control telephone number. The label shall resist deterioration and remain legible through the entire use period.

All Labels shall clearly indicate the following:

- Name and address of manufacturer
- Trade/Brand name of product therein
- Generic identification of product therein
- Caution or warning statement as appropriate/required
- Manufacturer's directions for use in detail
- Batch or lot number
- Net contents
- Spill response and containment procedures

B. Safety Data Sheets.

Awarded Contractors shall ensure a hard copy Safety Data Sheet (SDS) is included with all product shipments. EPA registration numbers shall be shown on all Safety Data Sheets. **Preferred:** Safety Data Sheets available on-demand electronically, in addition to hard copies sent with all product shipments.

3.8 Environmentally Preferable Product Attributes and Certifications.

The Governor and the State of Colorado are taking the lead in efforts to reduce the environmental impact of its products and practices. The State Purchasing Office has implemented policies for Environmentally Preferable Purchasing, found at the link below. <http://www.colorado.gov/dpa/dfp/spo/docs/epp.pdf>

Based on available market research, there are currently three premier North American third party ecolabeling organizations: EPA, Design for the Environment (DfE), EcoLogo, and Green Seal, along with category specific certifications such as the EPA (DfE) Safer Detergents Stewardship Initiative (SDSI) and the Industrial and Institutional Laundry Partnership, part of DfE's Formulator Program. The State has determined that these certifications are the minimum "green" standards for applicable products in this solicitation. To claim environmentally preferable attributes, Vendors shall identify products proposed that hold such "green" certifications.

Vendors may identify Gold Level Membership under the Colorado Department of Public Health and Environment's (CDPHE) Environmental Leadership Program to further establish compliance with Colorado environmentally preferable standards. This program is a statewide environmental recognition and reward program that offers benefits and incentives to members that voluntarily go beyond compliance with state and federal environmental regulations and are committed to continual environmental improvement. For equivalent products proposed, preference may be given to current, active Colorado Environmental Leadership Program Gold Level Members that promote the State of Colorado EPP initiatives. See the Colorado Environmental Leadership Program website for more information: <http://www.cdphe.state.co.us>.

3.9 Company Sustainability Practices.

Awarded Contractors are expected to have company sustainability practices in place. Sustainability practices may include, but are not limited to, efforts to reduce adverse effects on human health and the environment for the entire product lifecycle, including energy, water, safety, delivery, storage, packaging, and training. Practices may also include where practicable, numeric measures of progress made to meet established sustainability goals, objectives, and targets. To support its claims of environmentally preferable attributes, an awarded Contractor shall provide a comprehensive description of its company's corporate and local sustainability practices for the entire scope of Laundry and Ware Wash products and related services. Such practices shall be provided to the State in writing at least once a year or as updated.

3.10 General Laundry and Ware Wash - Chemical Dispensing Systems Requirements. (Related Service). In addition to **Section 2 (Overview, Background, and General)** above, an awarded Contractor is responsible to provide a secure, tamper-proof chemical dispensing system sufficient for an Ordering Entity's use, when applicable, as a related service to the purchase of product. An awarded Contractor shall furnish, install, and maintain, at no cost to the Ordering Entities, the appropriate chemical dispensing system to the known facilities, and any others that may be added throughout the duration of the State Price Agreement or no less than the term of the Ordering Entities' continuous orders for product.

Chemical dispensing systems required to transport and accurately dispense product shall be designed and provided by an awarded Contractor, at its own expense, and subject to the Ordering Entity's written approval (email is acceptable.) An awarded Contractor shall be responsible for coordinating with each Ordering Entity's laundry/kitchen manager in writing (via email is acceptable), for the installation of new chemical dispensing system(s), if applicable to the product. When an awarded Contractor installs a dispensing system and/or upgrades an existing system, all equipment and parts are the property of that Contractor.

An awarded Contractor shall be or become familiar with varied types and brands of laundry and ware wash equipment to include adjustment of the Ordering Entity's laundry or ware wash equipment to maximize efficiency of the product provided. **NOTE: The awarded Contractor is NOT responsible for the maintenance or repairs of an Ordering Entity's owned (or leased) laundry and/or ware wash equipment under the Price Agreement.**

An awarded Contractor will be expected to adapt existing chemical dispensing systems, and/or provide any new or additional chemical dispensing system, as necessary for simple and continuous use of the Contractor's product, and will maintain all chemical dispensing systems at each Ordering Entity's site for the duration of the Price Agreement or no less than the term of the Ordering Entity's continuous orders for product, at no extra charge beyond the purchase price of the product. .

Note: Adjustment to the Ordering Entity's laundry and ware wash equipment by an awarded Contractor may be needed to ensure Ordering Entity's equipment and dispensing systems are compatible for optimal operation and shall occur with the approval of the Ordering Entity's designated equipment manager. (Note: In the case of CDOC, the designated person must be CDOC staff and CANNOT be an inmate.)

Generally, chemical products in undiluted form must be kept in secured (locked) enclosures, and many of the existing Ordering Entity enclosures generally only accommodate one gallon and smaller containers of highly concentrated products. The Ordering Entity is responsible for providing other storage of product containers.

Additional Required Attributes of the Chemical Dispensing System:

- The dispensing system shall be a closed system that shall automatically dispense the products from its respective shipping containers into the laundry and/or ware wash machine.
- The system shall inject the proper amount of product for each load, allowing flexibility according to work classifications.
- The system shall have optional add-on detergent pump for higher volume detergent output for laundry machines larger than 150 pounds dry weight capacity.
- The laundry system shall have the capacity of counting laundry loads.
- The system shall utilize current equipment technology.
- The system shall be capable of pumping from a minimum distance of 100 feet.
- The awarded Contractor shall provide a locking cabinet for the 1-5 gallon products in use. (Additional product storage is the responsibility of the Ordering Entity.)

Transition Plan: The chemical dispensing system(s) currently used by the Ordering Entities is the property of the current Contractor. The removal of chemical dispensing systems shall be a coordinated effort between the laundry/kitchen managers, and the new and previous Contractors and documented in writing (via email is acceptable). After removal, the State encourages usable dispensers to be recycled.

NOTE: At NO INSTANCE shall an Ordering Entity alter or remove a Contractor's chemical dispensing system. Only the originally engaged Contractor shall alter or remove its equipment. If an emergency arises or there is a problem with the out-going Contractor removing its dispensing system, the Ordering Entity must contact the State Purchasing Office for further instruction.

In the event a quantity of previous Contractor's product remains unused subsequent to effective date of an awarded Price Agreement, coordination between the new awarded Contractor and laundry/kitchen managers shall ensure previous Contractor's products are completely utilized, within reason and no longer than 3 months. This will allow previous Contractor's chemical dispensing system to remain in place before similar products are received from the new awarded Contractor; and shall further ensure that no interruption of service shall occur during the transition.

3.11 Periodic Chemical Dispensing System Inspections and Status Reports. (Related Service)

At a minimum, an awarded Contractor shall inspect its chemical dispensing system(s) at the Ordering Entity's site at least once a month, at no charge to the Ordering Entity, as a related service to the purchase of product.

These periodic visits will be scheduled with the Ordering Entity's laundry/kitchen manager with the intent to have the Ordering Entity's representative be available to interact with the awarded Contractor and such inspections are viewed as preventative maintenance for the Contractor's chemical dispensing system. An Ordering Entity may request additional on-site visits and those will be mutually negotiated with an awarded Contractor; however, a travel charge of \$50.00 may be charged by the awarded Contractor for each such additional visit if the Ordering Entity's site is more than 50 miles (one way) from the awarded Contractor's main office.

An awarded Contractor's technical service representative shall provide a written inspection report to the Ordering Entity's representative upon completion of each periodic inspection. The format of the inspection report will be mutually agreed upon. An awarded Contractor shall provide technical assistance, advice, and consulting services to Ordering Entities on an "as needed" basis regarding product usage and laundering/ware washing problems. Programming or changing of laundry or ware washer equipment formulas shall be performed only by a representative from an awarded Contractor, as needed or requested by the Ordering Entity. Where feasible, the Ordering Entity will provide secured dilution stations.

State Agency and Institutions Environmental Impact and Requirements: An Ordering Entity may perform periodic testing of its own to verify an awarded Contractor's report results. If results vary from the awarded Contractor's reports, the Ordering Entity may contact the Contractor to address a possible problem. A follow-up email between the Ordering Entity and an awarded Contractor is required.

3.12 Emergency Service Calls on the Chemical Dispensing System. (Related Service)

As many of the Ordering Entities have 24/7 operations, it is likely that an awarded Contractor will receive an emergency service call about the chemical dispensing system. As a related service to the purchase of product, an awarded Contractor's technical service representative shall respond to emergency service calls on problems with the Contractor's dispensing system, on an as-needed basis by an Ordering Entity. A verbal response from the awarded Contractor to the Ordering Entity is required within two (2) hours of the first emergency contact initiated by the Ordering Entity.

The awarded Contractor's on-site response to an emergency service call is required within a maximum of one (1) business day, or as mutually agreed between the Ordering Entity and the awarded Contractor. In addition to an initial emergency phone call, the Ordering Entity is required to send a notification via email to the awarded Contractor's main business email address which also addresses the awarded Contractor's on-site response time, if different from the one business day requirement.

An awarded Contractor's technical service representative shall provide a written inspection report to the Ordering Entity's representative upon completion of each emergency chemical dispensing system inspection. The format of the inspection report will be mutually agreed upon. Note: In the event the problem was not with the awarded Contractor's chemical dispensing system, a travel charge of \$50.00 may be charged by the awarded Contractor for each emergency service visit, and/or if the Ordering Entity's site is more than 50 miles (one way) from the awarded Contractor's main office.

3.13 Training. (Related Service)

An awarded Contractor is expected to have a training program for the products it provides and for the chemical dispensing systems it maintains at an Ordering Entity's site, as a related service for the purchase of product. An awarded Contractor shall train ONLY Ordering Entity personnel in the proper function and use of all products provided. Ongoing training opportunities shall be offered within a schedule identified by the Ordering Entity and mutually agreed upon by the awarded Contractor.

(Note: In the case where the Ordering Entity has inmates/offenders/clients such as CDOC, CDHS, or political subdivision jails, etc., the Contractor is prohibited from training such non-employees.) In the event of turnover of previously trained staff, an Ordering Entity shall ensure that replacement employees are identified for training. Training shall be available in English, and training in Spanish or other languages is optional, if offered by the awarded Contractor.

Training shall include, but not be limited to the following:

- Products/product application.
- General knowledge of the chemical dispensing system.
- Laundry and Ware washer equipment operation, in conjunction with and particular to the awarded Contractor's product and chemical dispensing systems.

After completion of training programs with identified key staff, the awarded Contractor is permitted discretion to monitor proper use of product containers and to advise the Ordering Entity's representative regarding end-user compliance with manufacturer recommended procedures.

3.14 Agency-Specific Service Requirements.

An awarded Contractor will encounter a varied pool of Ordering Entities, many of which will require special considerations unique to a particular Ordering Entity or group. Such is the case with the Colo. Dept. of Human Services and with the Colo. Dept. of Corrections (CDOC). The Ordering Entity is responsible for notifying the awarded Contractor in writing (email is acceptable) of its unique requirements. For the purpose of example, below is a brief synopsis of some of the requirements CDOC has had and which may change as CDOC management or policy requires. An awarded Contractor has a responsibility to comply with such requirements and to ensure its personnel are also informed of each Ordering Entity's special requirements.

Example: All awarded Contractor representatives, including delivery drivers, that will enter the property of a CDOC facility will be subject to continuous NCIC background checks. Generally, persons previously convicted of a felony will not be allowed entrance to make deliveries within the security perimeter of any CDOC facility. Admittance to any CDOC facility or warehouse is at the sole discretion of the CDOC. An awarded Contractor that provides product to CDOC facilities is subject to CDOC rules and regulations, posted at <http://www.doc.state.co.us> and found under 'Operations', 'Admin Regulations'; including but not limited to, #200-05 'Warehouse Guidelines'.

Delays due to CDOC facility schedules and unscheduled occurrences, such as lock downs, are a regular part of CDOC operations. Facility schedules may require an awarded Contractor's representatives to provide services at times that are out of the norm from the awarded Contractor's usual business hours. For example, delivery of products, inspection of its chemical dispensing systems, and training CDOC staff on the use of dispensing system may be needed during late evening hours when the facility's food service areas are not in full operation.

Services and delivery may be required at any one of the facility locations listed on the CDOC web site. The highest volume delivery locations are Canon City, Sterling, Denver, Limon, Crowley (AVCF) and Buena Vista. Depending on the volume-based pricing, Canon City area facility purchases may be aggregated for one-point delivery to the Central Warehouse. If volume-based pricing discounts of products are not deemed to be sufficient, CDOC may require deliveries to individual facilities.

Generally, chemical products in undiluted form must be kept in secured (locked) enclosures, and the existing DOC enclosures generally only accommodate one gallon and smaller containers of highly concentrated products. CDOC is responsible for providing other storage of product containers. A CDOC secure facility may require dispensing of product across unusual distances and through secure configurations. Dispensing design shall be approved by the CDOC facility.

3.15 State of Colorado Environmentally Preferable Purchasing (EPP) Policy.

Awarded Contractors are required to review and promote the **State's Environmentally Preferable Purchasing (EPP) Policy, Exhibit E**. The awarded Contractor is expected to provide products and services that supports the State's EPP Policy; and identifies and provides Green products in addition to its standard inventory. "Green" is determined by third party certification or registration (no self-certification), such as industry accepted entities like Energy Star, LEED, EPA, Green Seal, etc.

3.16 Points of Contact and Hours of Operation

Point of Contact – Contract: An awarded Contractor shall designate a single representative to serve as the central point of contact for the State account. At a minimum, the awarded Contractor's contact person must be available Monday through Friday, 8 a.m. to 5 p.m. (MT). The awarded Contractor shall provide the contract representative's name, title, phone number, and email address; and shall provide in writing to the SPO any periodic updates (email is acceptable).

Point of Contact – Services: The State requires that the level of representation, meaning the number of awarded Contractor representatives and their experience level, is maintained to the State's satisfaction throughout the term of a Price Agreement. An awarded Contractor shall provide and maintain a contact sheet (list) that identifies the name, title, location, geographic coverage area(s), phone, and email address for all company representatives assigned to support the resulting Price Agreement; and shall notify the SPO with periodic written updates. The State reserves the right to approve changes in an awarded Contractor representation levels through the optional years of renewal of a resulting Price Agreement.

Additionally, an awarded Contractor shall designate a single representative to serve as the central point of contact for day-to-day customer services. This person is responsible for the overall relationship between an awarded Contractor (and its subcontractors, if applicable) and the State, and may be involved in high-level activities, such as account reviews. At a minimum, the awarded Contractor's contact person must be available Monday-Friday, 8 a.m. to 5 p.m. (MT). The awarded Contractor shall provide the contact point's name, title, phone number, and email address; and shall provide in writing to the SPO and periodic updates (email is acceptable).

Hours of Operation: At a minimum, an awarded Contractor's services are expected to be provided during the following work hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. (Mountain Time). An awarded Contractor is required to have a 24 hours a day / 7 days a week ("24/7") emergency contact number and shall notify the SPO of periodic written updates. Answering services, pagers and/or answering machines are not an acceptable means of communication for awarded Contractors. An awarded Contractor shall provide the hours of operation in writing to the SPO and periodic updates (email is acceptable).

3.17 Administrative Transition Plan.

Many Ordering Entities using current Price Agreements will have to transition from their current accounts to the new awarded Contractor. An awarded Contractor is expected to have an administrative transition plan where it manages the transition from existing Price Agreements and customer base (Ordering Entities) from a current Contractor to the awarded Contractor's accounts. These services may include, but are not limited to, new account set-up, transfer of existing accounts, etc.; and can assist in making the transition smooth and timely.

3.18 Value-Added or Optional Programs.

This is NOT a mandatory element in the Bidder's response. However, the intent is to enable Bidders to offer other buyer incentives where using that Bidder's products is advantageous. It may include, but is not limited to, discount programs such as offering additional discounts that are based on timeliness of payments; frequency of orders; size of orders (by quantity or total cost and associated break points); buying store or house brands; by customer type (ie. higher education, schools, etc.); online/internet orders; reaching a certain level of sales per quarter or year; or delivery incentives such as for central delivery to, and redistribution of Bidder's product by, a State warehouse operation; or for consolidating order shipments, etc.

3.19 Administration of Resulting Contract.

Reporting: Awarded Contractors are expected to establish a means to track and collect that detailed sales information necessary for all Ordering Entities which are for four (4) distinct customer types: State Agencies "SA", Institutions of Higher Education "HE", Political Subdivisions "PS", and eligible Non-Profits "NP"; in addition to the specific products being purchased. An awarded Contractor is required to submit dollar volume quarterly reports that indicates aggregate totals for all the Ordering Entities (SA, HE, PS, NP). One of the reports required is a Summary report. (A sample of a Summary report is attached as **Sample Summary Quarterly Volume Report, Exhibit D.**) The other report is one that supports the Summary and it is the detailed sales transactions that show "who is buying what and at what price". (See **Sample Model Contract, Exhibit C** for additional information.)

Administrative Fee: The State of Colorado is authorized by statute to collect a fee for the administration of the resulting contract. The administrative fee is one percent (1%) of the total purchases made by all

Colorado Ordering Entities. An awarded Contractor may adjust the unit pricing to include the State's administration fee by adding the fee to the price for the goods that would be billed on its invoice to Ordering Entities. (Note: the administrative fee shall not be listed as a separate line item on the invoice.) Payment of the administrative fee is made quarterly and is calculated from the reported quarterly sales (source documents- detailed and Summary reports). (See **Sample Model Contract, Exhibit C** for additional information.)

Contract Term: The resulting State awards from this solicitation will be an initial term ending **9/30/2015** and **four** 1-year renewal options for a maximum term of **five (5)** years, at the sole discretion of the State.

Confidential and/or Sensitive Information: An awarded Contractor will come into contact with confidential information contained in the records and/or files of the State and Ordering Entities in the performance of its obligations under any resulting contract. Such records and information shall be kept confidential, secure and in compliance with all laws and regulations. The awarded Contractor shall notify its employees that they are subject to the confidentiality requirements before its employee is permitted access to confidential data. The awarded Contractor shall provide and maintain a secure environment that ensures data confidentiality. The confidentiality of all information will be respected and no confidential information shall be distributed or sold to any third party nor used by the awarded Contractor or its assignees and/or retained in any files or otherwise by the awarded Contractor. Disclosure of such information may be cause for legal action and defense of any such action shall be the sole responsibility of the awarded Contractor.

Point of Contact After Award: Inquiries regarding the price agreement are to be directed to the Sourcing Specialist at the State Purchasing Office managing the price agreement. Further, questions regarding orders are to be directed to the appropriate Ordering Entity as indicated on orders/purchase orders.

3.20 **Cost Bid – Pricing.**

An awarded Contractor is required to hold its Market Basket pricing for the first 12 months of its initial award. Pricing must include all delivery, shipping, service costs associated with the product, as well as the Administrative Fee addressed in **Section 3.19 (Administration of Resulting Contract)** above. Estimated prices are not acceptable and pricing must be in United States funds. Any costs not included are disallowed. The awarded Contractor's Non-Market Basket Discount percentages may not decrease in the first 12-month period of its initial award.

- A. Price Increases: An awarded Contractor may amend pricing once in each 12-month period thereafter the initial term of the contract. The awarded Contractor shall request any price increase in writing to the SPO at least 60 days prior to the anticipated increase, and such request shall justify the increase by describing verifiable awarded Contractor cost increases. Such requests shall contain complete documentation, and cost justifications may be based on Producer Price Index, Consumer Price Index, or similar industry pricing guides. Such price changes must be accepted by the SPO and become effective by amendment to the awarded contract.
- B. MSRP Pricing or "List Pricing": MSRP pricing will be identified by the awarded Contractor's identified manufacturer's catalog effecting discounts and will establish a baseline of pricing. In the event MSRP pricing is increased, it will be held to no more than a 5% increase during a 12-month period and the State reserves the right to accept the change. Exceptions to MSRP price increases may be considered due to extraordinary events or force majeure.
- C. Price Decreases: An awarded Contractor shall pass any price decreases immediately on to Ordering Entities.
- D. Discount Changes: An awarded Contractor's offered product discount percentages are expected to be stable and cannot decrease more than 5% during the entire term of the contract. However, deeper discounts (increases) offered by an awarded Contractor can take effect immediately and shall be passed on to Ordering Entities.
- E. Bidder Discount Structure and Market Baskets Pricing. The goal is to address Ordering Entity needs with focused lists of Market Basket items for each product category (**laundry and ware wash**), which represent the most cost-effective and highest use items. For needs beyond the Market Basket, the State expects a highly competitive net price utilizing a discount from an awarded Contractor's List Price on all the different product categories it is awarded.

- F. Non-Market Basket Discount Structure: In addition to the Market Basket, an awarded Contractor must provide a discount structure reflecting its discount off List Price percentage for each category for non-market basket items. An awarded Contractor shall identify the discount for items that are not included in the Market Basket but are offered for other items within that category. Pricing must include all delivery, shipping, service, and administrative costs associated with the product. Throughout the term of a contract, an awarded Contractor is expected to review its discount structure with the SPO, at least once a year.
- G. Market Basket Pricing. An awarded Contractor is expected to provide a **Market Basket for laundry and ware wash** products. Throughout the term of a contract, an awarded Contractor is expected to review its Market Basket product make up with the SPO, at least once a year. This enables the SPO and the awarded Contractor to consider making product additions or deletions for high volume sales and/or low volume sales of specific products, and to update and publish a pricing list accordingly. A CD of all products offered by the awarded Contractor, updated to be kept current with product changes, shall be available upon Ordering Entity or SPO request.

For the purpose of this solicitation, the Market Basket for Laundry Products (“Part A) and Ware Wash Products (Part “B”) represents an item makeup representative of past usage and item preference for that category. Market Baskets include our best estimate of the highest use and most essential items. The included products represent a viable set of standardized products which should account for a high percentage of spend. Any brand name items in the Market Baskets may be substituted with items equal to or better than the item listed. Bidders are required to individually price Market Basket items in this IFB. In order to be considered responsive, a Bidder must provide pricing for the Market Baskets.

The Bidder must also provide the discount off List Price percentage that the price represents for each item in the Market Baskets. Pricing must include all delivery, shipping, service, and administrative costs associated with the product. Bidder must provide pricing for **at least 80%** of the items on the Market Basket (MB) for laundry AND ware was products, and discount percentages for 100% of the items on the Non-Market Basket (Non-MB) to be considered complete and responsive. Margin floor responses are not allowed.

For this IFB, Bidders are required to individually price Market Basket items and show the percentage of discount off list pricing for each Non-Market Basket group. Products to be submitted at a minimum of “good” quality level; however, Bidder may submit offered items at “better” and “best” levels of quality with an explanation on the merits of the offering. Products may be submitted as Bidder’s “house brand” with an explanation of the merits of the offering. Note: the use of a brand name in the **Bidder Response Workbook (Attachment 3)** is for the purpose of describing the standard of quality, performance, and characteristics desired and does not limit or restrict competition. Product equivalency is at the sole determination of the State. Bidders may provide an alternative manufacturer and product number equal to or better than product shown in the Market Basket. Pricing must include all delivery, shipping, service, and administrative costs associated with the product.

Bidders will propose supplies in the unit(s) of measure indicated on the Market Basket worksheet. If a minimum order quantity is required, respond in the appropriate column (i.e. requested price is “EACH”, though product is ordered in case quantities.)

Bidder Response Workbook (Attachment 3) Information: This Excel workbook includes space for Bidders to identify environmentally preferable “green” product certifications for individual products proposed. Provide supporting documentation as proof of such certifications, which will be considered in the responsibility evaluation for this solicitation.

Bidders shall also include complete documentation and explanation for certifications **other than** those stated above, to provide the State with sufficient information to make a responsibility determination.

Price shall be bid at net unit price per required package, with recommended dilution ratio, and amount of product per use. The State will calculate price per use for each item.

---end excerpt---