

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: DISWASHING COMPOUNDS

CONTRACT No.: RS903012

EFFECTIVE DATES: 07/01/12 to 06/30/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS903012 that opened on 05/14/12. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Anita A. Jones  
anita.jones@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Signed: \_\_\_\_\_  
Robert Blair, Director Date

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### SPECIAL CONTRACT TERMS AND CONDITIONS

**DELIVERY AND ACCEPTANCE:** Supplies will be delivered to the participating agency within thirty (30) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

**AMENDMENTS TO CONTRACT TERMS AND CONDITIONS:** The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

**SPECIFIED MANUFACTURER:** Equal consideration will be given for all and any alternates bid. If it is ascertained that the alternate meets or exceeds the specifications, low cost will govern the award.

**DESCRIPTIVE LITERATURE:** The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

**PRODUCT SAMPLES:** The Bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not included as part of their bid response, the Bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the Bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

Samples of products provided by the successful Contractor shall remain property of the State and shall not be returned. Samples may be used throughout the contract term as a benchmark, where applicable, of the quality that the Contractor is expected to provide.

The State may, from time to time, randomly pull samples from stock on hand at using agencies to determine specification compliance, quality, and consistency. The State may use its own resources or those of an independent laboratory. If multiple tests on a product are performed, and the Contractor's product fails to meet one (1) or more of the specifications, this will result in the Contractor being charged for the entire battery of tests for the product. All fees involved shall be commonplace for the testing performed. All fees for testing of products shall be borne by the Contractor.

Any testing performed shall involve methods outlined by the American Society for Testing and Materials (ASTM) or other tests recognized in the industry as acceptable for determining compliance for the item(s) in question.

**EVALUATION:** Bids will be evaluated in accordance with Article I-5 of the "Instructions to Bidders". In addition, the state will calculate price per ounce of diluted product (liquid or solid).

LIQUID EXAMPLE: Concentrated Price Per Fluid Ounce =  $\frac{\$5.12}{\text{gallon}} \times \frac{1 \text{ gallon}}{128 \text{ oz.}} = \frac{\$0.04}{\text{oz.}}$

If use dilution is 1 fl oz. per 2 gallons of water, then the diluted fluid ounce cost =  $\frac{\$0.04}{\text{oz.}} \times \frac{1 \text{ fl oz.}}{256 \text{ fl oz. (2 gallons of water)}} = \$ .0001562 \text{ per fluid ounce}$

SOLID EXAMPLE: Concentrated Price Per Dry Ounce =  $\frac{\$5.12}{\text{pound}} \times \frac{1 \text{ pound}}{16 \text{ oz.}} = \frac{\$0.32}{\text{oz.}}$

If use dilution is 1 oz. per 2 gallons of water, then the diluted fluid ounce cost =  $\frac{\$0.32}{\text{oz.}} \times \frac{8.3454 \text{ (1 dry ounce)}}{256 \text{ fl oz. (2 gallons of water)}} = \$ .0104317 \text{ per fluid ounce}$

Bidders shall not insert a unit cost of more than three (3) digits to the right of the decimal point. Digit(s) beyond three (3) will be dropped and not used in the evaluation of the bid.

## **SPECIAL CONTRACT TERMS AND CONDITIONS**

**CONTRACT AWARD:** There will be one (1) award to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein for the sum of Type I and II, both Parts A and B. There will be one (1) award per line item for Types III through X to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein.

**FIXED-PRICE WITH ECONOMIC ADJUSTMENT:** The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

A price increase may not be submitted more than one (1) time every six (6) months. The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

**USAGE REPORTS:** Every three (3) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Procurement Services

**COOPERATIVE PURCHASING CONTRACT:** This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

**CONTRACTOR QUARTERLY SALES REPORT:** The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

**SPECIAL CONTRACT TERMS AND CONDITIONS**

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

**CONTRACTOR REVENUE SHARE:** The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

**MINIMUM ORDER:** No order shall be placed against a contract awarded pursuant to this bid for less than twenty-five (\$25.00) dollars. The minimum dollar value of any order placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be less than one hundred (\$ 100.00) dollars.

**ON ORDERS TOTALING LESS THAN ONE HUNDRED (\$100.00) DOLLARS:** Shipment is to be made by freight, parcel post, express or commercial package delivery, whichever is the most economical method for proper delivery of the item F.O.B. destination. The cost of transportation from the Contractor's address to the destination on such orders shall be prepaid and added to the invoice.

**DELIVERY:** All merchandise shall be shipped within ten (10) days after receipt of order. Deliveries shall accommodate an average storeroom door.

**NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS:**

The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

**EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The bidder must complete the attached Contractor/Subcontractor Affirmation and Disclosure form attachment to abide with Executive Order 2011-12K, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

**EDGE Certification:** The Office of Procurement Services has identified those Contractors who were E.D.G.E. certified at the time of award of the Contract. It is possible that a Contractor's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division website at <http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp> to verify E.D.G.E. Certification status of the Contractor.

## SPECIFICATIONS

### I. SCOPE AND CLASSIFICATION

#### A. Scope

This Bid is established for the procurement of dishwashing compounds for use in institutional facilities throughout the state of Ohio. In addition to supplying the product(s), the awarded Contractor(s) are required to install and maintain modern dispensing equipment, support agency personnel through necessary training and provide customary and routine services to dishwashing systems employing the Contractor's products.

The Ohio Revised Code (ORC) requires that agencies must first verify if these goods are available through Ohio Penal Industries (OPI), Central Warehouse/Pharmacy Services (OSS), Office of Procurement from Community Rehabilitation Programs (CRP), Rehabilitation Services Commission (RSC), and DAS Term Contracts. If available through any of these entities, the agency shall procure directly through that entity and not utilize this contract for that purchase.

#### B. Classification

1. Type I - Dishwashing compound, for mechanical dishwashing machine cleaning of china, plastic dishware, and pots and pans.
  - a. Powder
  - b. Solid
2. Type II - Rinse additive, for use in mechanical dishwashing machines.
  - a. Powder
  - b. Solid
3. Type III - Dishwashing compound, powder or liquid, for manual cleaning of china, plastic dishware, and pots and pans.
4. Type IV - Acidic rinse additive, for use in mechanical dishwashing machines.
5. Type V - Liquid Lime Solvent/Descaler/Delimer, for use in mechanical dishwashing machines.
6. Type VI - Oxygenated bleach product (stain remover), powder, for use on china and plastic dishware.
7. Type VII - Degreaser, liquid, heavy duty.
8. Type VIII - Sanitizer rinse, for use in three compartment sink.
9. Type IX - Compound cleaning liquid (Bacterial Enzymes).
10. Type X - Highly concentrate, liquid, pre-soak/stain remover.

### II. APPLICABLE DOCUMENTS

- A. ASTM-D820 Method for chemical analysis of soaps containing synthetic detergents.
- B. ASTM-D1172 Test method for pH of aqueous solutions of soaps and detergents.
- C. ASTM-D1681 Test method for synthetic anionic active ingredient in detergents by Cationic Titration procedure.
- D. ASTM-E-70 Test method for pH of aqueous solutions with the glass electrode.
- E. U.S. EPA regulation for labeling requirement.
- F. All other federal, state, and local laws.

SPECIFICATIONS (Cont'd)

III. REQUIREMENTS

A. General

All products shall be commercial products for industrial use and shall have been in use in the market for a minimum of twelve (12) months. All products submitted will have previously been marketed to customers of similar size and operation, having a proven performance history under the current formulation. The Contractor shall submit appropriate references and product history if requested, including lab or field testing results. This information may be used in determining the responsibility of the Contractor.

Material Safety Data Sheets shall be consistent with OSHA regulations, with all relevant items expressed in a clear and concise manner.

B. Item Description

1. Type I – Part A-Powder

- a. Product shall be non-abrasive, uniform, and suitable for dishwashing machine cleaning of food residue from glassware, plastic dishes, flatware, aluminum ware, and pots and pans.
- b. Product shall be granular, free flowing, non-stratifying, and non-caking.
- c. Product shall be designed for use in water up to 12 grain hardness.
- d. Product shall include silicates to provide metal protection.
- e. Product shall be compatible with its automatic dispenser.

2. Type I Part B-Solid

- a. Product shall be non-abrasive, uniform, and suitable for dishwashing machine cleaning of food residue from glassware, plastic dishes, flatware, aluminum ware, and pots and pans.
- b. Product shall be solid OR a slurry self-contained capsule.
- c. Product shall be designed for use in water up to 12 grain hardness.
- d. Product shall be compatible with its automatic dispenser.

3. Type II – Part A-Use with Type IA-Powder

- a. Product shall be non-foaming and non-ionic, have wetting agents, and shall be formulated to provide excellent wetting and sheeting ability.
- b. Product shall be an aqueous solution OR a solid OR a slurry self-contained capsule.
- c. Liquid mixture shall contain no sediments and non-volatile matter.
- d. Dye(s) contained in product shall be EPA approved.

4. Type II – Part B-Use with Type IB-Solid

- a. Product shall be non-foaming and non-ionic, have wetting agents, and shall be formulated to provide excellent wetting and sheeting ability.
- b. Product shall be an aqueous solution OR a solid OR a slurry self-contained capsule.
- c. Liquid mixture shall contain no sediments and non-volatile matter.
- d. Dye(s) contained in product shall be EPA approved.

5. Type III - Dishwashing Compound, Manual Cleaning

- a. Product shall be non-abrasive and suitable for manual cleaning of glassware, plastic dishes, flatware, aluminum ware, and pots and pans.
- b. Product shall be granular, non-stratifying, non-caking powder OR a liquid
- c. Product shall be phosphate free.
- d. Product shall be soap free.
- e. Product shall contain biodegradable wetting agents and shall not cause skin irritation.

SPECIFICATIONS (Cont'd)

6. Type IV - Acidic Rinse Additive for Dishwashing Machines
  - a. Product shall be non-foaming and non-ionic, have wetting agents and organic acid, and shall be formulated to provide excellent wetting and sheeting ability, and shall help reduce lime deposit spotting.
  - b. Product shall be an aqueous solution OR a solid OR a slurry self-contained capsule.
  - c. Product shall be suitable for use in hard water conditions.
  - d. Liquid mixture shall contain no sediments and/or volatile solvents.
  - e. Dye(s) contained in product shall be EPA approved.
  - f. Product shall be compatible for use in automatic rinse injectors.
7. Type V - Descaling Compound for Dishwashing Machines
  - a. Product shall be suitable for lime scale and stain removal from dish machines and glassware.
  - b. Product shall be a homogeneous acidic liquid OR a solid OR a slurry capsule.
  - c. Product shall be a non-abrasive acid detergent compounded of mild organic and inorganic acids.
  - d. Product shall be a non-ionic, non-foaming, detergent with compatible vehicles and buffering agents.
  - e. Product shall be biodegradable and not contain harsh acids such as Hydrofluoric (HF).
  - f. Product shall be suitable for use in all water conditions.
8. Type VI - Oxygenated Bleach
  - a. Product shall be suitable for removal of coffee, tea, and food stains from plastic dishes, glassware, and metal surfaces.
  - b. Product shall be free flowing, non-abrasive powder.
  - c. Product shall utilize a stable oxygen stain remover that removes stains without harming normal plastic tableware.
  - d. Product shall not contain chlorine, soap, reducing agents, nor acids.
9. Type VII - Heavy Duty Liquid Degreaser
  - a. Product shall be suitable for easy removal of caramelized, baked on, greasy films and food deposits from food preparation surfaces, ovens, hoods, vents, broilers, and grills.
  - b. Product shall be liquid and shall be formulated from alkali, solvents, and organic detergents.
  - c. Product shall be stable.
  - d. If product contains dyes, the dyes shall not be restricted from such use by EPA.
10. Type VIII - Sanitizer Rinse (For Three Compartment Sink)
  - a. Product shall be free rinsing quaternary sanitizer, disinfectant and deodorizer.
  - b. Product shall be liquid and shall be formulated from n-alkali, dim ethyl benzyl ammonium chloride, ethyl Alcohol.
  - c. Product shall be stable.
11. Type IX - Compound Cleaning Liquid. (Bacterial Enzymes)
  - a. Product shall digest and liquefy organic waste, grease and food by-products.
  - b. Product shall be liquid and shall be formulated from water, live bacteria, nonionic surfactant, propylene glycol, acrylic emulsion.
  - c. Product shall be stable under normal conditions.
12. Type X - Highly Concentrate Liquid Pre-Soak
  - a. Product shall be granular, non-stratifying, non-caking powder OR a liquid detergent and de-tarnisher for dishwashing system.
  - b. Product shall be liquid and formulated from sodium tripolyphosphate, tetra sodium EDTA, polycarboxylic acid, potassium silicate and potassium hydroxide.
  - c. Product shall be stable.

SPECIFICATIONS (Cont'd)

IV. PACKAGING AND LABELING

- A. Granular offered: These products shall be packed in small packages to facilitate product usage in dispensers and to minimize waste. Gross packaging not to exceed 60 lbs. per case.
- B. Liquid offered: These product shall be packaged in one gallon containers. Products shall be packed in accordance with best industry standards to insure safe delivery to the destination.
- C. Solid offered: These products shall be packaged in 10 lb. maximum waterproof capsules. Gross packaging not to exceed 60 lbs. per case.
- D. Chlorinated and oxygenated products: These products shall be packed in moisture proof lined packages. Lining material shall be of appropriate quality to retard loss of C12 and O2. Products shall be packed in accordance with best industry standards to insure safe delivery to the destination.
- E. Product Label(s): All labels shall be in compliance with the Federal Government Hazardous Substances Labeling Act and all applicable OSHA requirements. Printed label(s) on the product(s) should show the type of product, the directions for use, the recommended usage, and the precaution statement(s). If the product label does not indicate the recommended usage, such information shall be provided on some other documentation (e.g. technical data sheet). Such documentation shall not have been specifically printed for the state of Ohio and shall be information which is freely available as offered to other public and private commercial users.
- F. Product Shelf Life: All products delivered under contract shall be stable for a period of at least six (6) months from the date of delivery. Any products found to be defective within a six (6) month time frame from delivery date shall be replaced at the Contractor's expense.
- G. Material Safety Data Sheet(s): Material Safety Data Sheet(s) shall be sent by the Contractor with all initial shipments to various destinations as ordered pursuant to contract award.

V. DISPENSING EQUIPMENT FOR TYPES I, II PRODUCTS, PART A and B

Contractor shall furnish and install, at no additional cost to using facilities, dispensing equipment for proper and efficient application of Types I, II, Products Part A and B.

A. Equipment and Installation Requirements

1. During the life of any ensuing contract, Contractor shall furnish and install any number of dispensers and injectors, as and when needed by using facilities, free of charge on a loan basis. Such dispensers shall remain in the possession of using facilities until the ensuing contract expires or is canceled. The Contractor shall bear all expenses incurred as a result of furnishing, installing, and removing dispensers and injectors.

The successful Contractor(s) shall provide, install, and maintain for the state of Ohio, on a loan type basis and at no additional charge, modern electronic type dispensing equipment for products provided. Dispensing equipment shall be completely compatible with existing agency dishwashing machines and should have the approval of the National Sanitary Foundation.

The Contractor shall warrant that said installation shall meet or exceed OSHA standards for electrical, plumbing, and safety.

2. The successful Contractor shall install all equipment, at the time of contract award (or during the contract term if requested by the agency), and shall remain in place, until such time that the contract expires or, prior to contract expiration, until such time that the user agency and the state of Ohio Department of Administration deem the equipment no longer required. At the time that the equipment is no longer needed, the vendor shall remove the equipment from state property at no charge.
3. The successful Contractor shall be required to offer his entire line of electronic/state of the art dispensing or injecting equipment to each food service manager of the listed facilities at the time of award. The food service manager or designated staff person may accept or reject certain types of equipment at the time. The food service manager shall always have the option of changing his/her mind during the contract term, and the vendor shall make the necessary accommodations as quickly as possible.
4. The successful Contractor shall work with the state of Ohio facilities, in order to expedite the installation of equipment, and shall, otherwise, insure that initial installation is made at all locations, subject to remaining stock on hand and the wishes of the food service manager or designated staff person.

SPECIFICATIONS (Cont'd)

5. The successful Contractor shall be responsible for coordinating with the food service manager, agency engineer, or designated staff person regarding the installation of equipment. Equipment shall be installed in a manner resulting in the least amount of interruption to the agency routine, as determined by the staff person in charge. However, unless agreed upon by the agency, the equipment shall be installed during normal agency business hours.
6. The successful Contractor shall provide skilled and trained workmen, licensed or certified in the necessary vocational areas shall install dispensing equipment in a professional and workmanlike manner. The installation representatives shall abide by the policies of the institution, follow recognized safety procedures, and shall assume responsibility for cleaning and leaving the work area in an equal or better condition than it was found.
7. The successful Contractor shall install and remove all equipment. Removal of equipment shall be performed in such a way as to not be injurious to dishwashing machines or any other state property. Instead, state property shall be returned to the same condition or a superior condition to that which existed prior to the installation. The vendor may be held liable for any damage resulting from negligence, improper installation techniques, etc.
8. The Contractor shall furnish and install dispensing equipment for products specified above within thirty (30) days of contract award notification.

B. Maintenance

1. Contractor shall make a maintenance visit to each state facility at least every forty (40) calendar days. At each visit, Contractor shall be responsible to:
  - a. Inspect, service, and properly maintain all dispensing equipment, whether supplied by the Contractor or facility-owned.
  - b. De-lime and inspect all dishwashing machines in operation at the facility, to include functioning of mechanical parts, gauges, valves, cleanliness of wash arms and rinse nozzles, and make adjustments as necessary.
  - c. Thoroughly clean dispensers.
  - d. Adjust the electronic control to provide a detergent concentration of  $0.25\% \pm .05\%$  and a rinse additive concentration of  $0.02\% \pm 0.003\%$ , as required by local water conditions and/or as instructed by facility personnel. Accuracy of concentrations shall be checked periodically.
  - e. Each maintenance visit and service call to a state of Ohio facility shall be documented. This information shall submitted along with quarterly usage reports. Report shall document conditions found and action taken.
  - f. Concentration levels of detergent concentrate and rinse additives checked at each maintenance visit to a state facility are to be recorded in the written reports.
2. Contractor shall furnish names, addresses, and telephone numbers of their maintenance personnel to state facilities and to the Office of Procurement Services.

C. Service

1. Contractor shall respond to emergency service call requests by being present at the facility to handle problems requiring immediate attention and correction within twenty-four (24) hours of such request.
2. Contractor shall furnish names, addresses, and telephone numbers of their service personnel to state facilities and to the Office of Procurement Services.

D. Technical Assistance

Contractor shall provide, at no additional cost to using facilities, consultation and technical assistance.

SPECIFICATIONS (Cont'd)

VI. DOCUMENTATION

- A. Technical Data Sheet(s): Bidder shall submit a printed technical data sheet(s) for all products offered on the bid. Technical data sheet(s) should be submitted with the bid response. Technical data sheet(s) should address recommended usage (number of ounces of the product per gallon of water to obtain satisfactory cleaning results). The information on the technical data sheet(s) shall coincide with the recommended usage indicated by the bidder on the bid response. Any discrepancy between information provided on the bid response and information provided on the technical data sheet(s) may deem your bid invalid and not-responsive. Failure to submit technical data sheet(s) may deem your bid not-responsive for applicable item(s).
- B. Material Safety Data Sheet(s): Bidder should submit, with the bid response, a Material Safety Data Sheet (MSDS) for each product offered on the bid. The MSDS' shall be designed to meet OSHA requirements pursuant to any hazardous effect which may be caused due to any chemical compound and/or formulation of the product offered. If the chemical composition of the compound(s) offered on the bid does not contain any hazardous effect, the MSDS must indicate same. Failure to submit MSDS' may deem your bid not-responsive for applicable item(s).
- C. Product Label(s): Bidder should submit a product label for each product offered on the bid. Label should indicate directions for use, recommended usage, and precaution statements. If the product label does not indicate the recommended usage, such information shall be provided on some other documentation (e.g. technical data sheet). Such documentation shall not have been specifically printed for the state of Ohio and shall be information which is freely available as offered to other public and private commercial users. Failure to submit label(s) may deem your bid not-responsive for applicable item(s).
- D. Bidder shall submit a letter, signed by a duly authorized officer, attesting that:
1. All products offered in the bid response meet or exceed bid specifications;
  2. All products offered in the bid response have been in the market for industrial use for at least twelve (12) months;
  3. The use dilution figures in the bid response are based on laboratory and/or field tests to obtain satisfactory cleaning results (proof of such testing for all water conditions may be required).
- Failure to submit letter may deem your bid not-responsive.
- E. Bidder shall submit a letter, signed by a duly authorized officer, attesting that the bidder has sufficient inventory capacity to meet the delivery requirements of the bid. Additionally, bidder shall certify that they employ technically trained service personnel, having practical experience in maintaining and servicing dishwashing detergent dispensers, rinse injectors, and dishwashing machines. Failure to submit letter may deem your bid not-responsive.
- F. A titration test may be run quarterly at using facilities by the Contractor and the results shall be made available to the state of Ohio, upon request.

**PRICE SCHEDULE**

<b>OAKS ITEM ID. NO</b>	<b>PRODUCT NAME</b>	<b>BRAND NAME</b>	<b>MANUFACTURER</b>	<b>CASE PRICE</b>	<b>CONTRACTOR</b>
22655	Part A-Type I-POWDER Dishwashing Compound for use in Machines	Guardian Acclaim	Ecolab, Inc.	\$ 45.65/60LBS	Ecolab, Inc.
22656	Part A-Type II-Rinse Additive (Use w/Type I Powder)	Solid Power XL	Ecolab, Inc.	\$70.88/4-9LBS	Ecolab, Inc.
22657	Part B-Type I-SOLID Dishwashing Compound for use in Machines	Solid Brilliance	Ecolab, Inc.	\$125.53/2-2.5 LBS	Ecolab, Inc.
22658	Part B-Type II-Rinse Additive (Use w/Type I Solid)	Rinse Dry	Ecolab, Inc.	\$85.36/4-1 GAL	Ecolab, Inc.
22659	Type III Dishwashing Compound for Manual Cleaning	Solitaire	Ecolab, Inc.	\$98.72/4-5 LBS	Ecolab, Inc.
22660	Type IV Acidic Rinse Additive	Avance Hard Water Rinse	State Cleaning Solutions	\$57.35/5-Gallon Pail	State Cleaning Solutions
22661	Type V Descaling Compound	Lime-A-Way	Ecolab, Inc.	\$36.61/4-1 GAL	Ecolab, Inc.
22662	Type VI Oxygenated Bleach	Dip It XP	Ecolab, Inc.	\$32.65/8-1.75 LBS	Ecolab, Inc.
22663	Type VII Liquid Degreaser	Greasecutter Plus	Ecolab, Inc.	\$34.46/4-1 GAL	Ecolab, Inc.
22664	Type VIII Sanitizer Rinse	Avance Sani-Quat	State Cleaning Solutions	\$36.13/4-1 GAL	State Cleaning Solutions
22665	Type IX Compound Cleaning Liquid (Bacterial Enzymes)	Avance Bacterial Drain Maintenance	State Cleaning Solutions	\$66.59/5-Gallon Pail	State Cleaning Solutions
22666	Type X Highly Concentrate Liquid Pre-Soak	Assure Liquid	Ecolab, Inc.	\$31.19/4-1 GAL	Ecolab, Inc.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID/CONTRACT NO.: RS903012-1 (05/31/2014)



OAKS ID. NO.: 99448  
Ecolab, Inc.  
370 Wabasha St. North EUC-13  
St. Paul, MN 55102

TERMS: Net 30 Days

DELIVERY: as specified

REMITTANCE ADDRESS:

Ecolab, Inc.  
P.O. Box 905327  
Charlotte, NC 28290

CONTRACTOR'S CONTACT: John Murphy

Toll Free: (800) 352-5326  
Telephone: (651) 293-2640  
FAX: (651) 293-2682

E-mail: [john.murphy@ecolab.com](mailto:john.murphy@ecolab.com)

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CONTRACTOR AND TERMS:

BID/CONTRACT NO.: RS903012-2 (05/31/2014)



OAKS ID NO.: 158577  
State Cleaning Solutions  
3100 Hamilton Avenue  
Cleveland, OH 44114

TERMS: Net 30 Days

DELIVERY: as specified

CONTRACTOR'S CONTACT: Kristen Miller

Telephone: (866) 727-5477  
FAX: (888) 771-9670

E-mail: [kmiller@statecleaningsolutions.com](mailto:kmiller@statecleaningsolutions.com)

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