



FULLY EXECUTED - CHANGE 2
Contract Number: 4400026868
Original Contract Effective Date: 03/24/2023
Contract Change Date: 11/20/2023
Valid From: 04/01/2023 To: 03/31/2028

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 164055

Purchasing Agent

Name: Flickinger Marie
Phone: 717-346-2840
Fax: 717-783-6241

Supplier Name/Address:

ECOLAB INC
ECOLAB INC
370 WABASHA ST N
SAINT PAUL MN 55102-1349 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 651-293-2849

Supplier Fax Number: 651-293-2682

Contract Name:

Dilution Control Systems and Chemicals

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|------|---|-------|------|--------|----------|-------|
| 61 | 288556 DEGREASER,LIQUID,HEAVY DUTY | 0.000 | Case | 40.75 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) 35.31 USD 1 CS | | | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) 40.75 USD 1 CS | | | | | |
| | Item Text Ecolab # 6110112, Ecolab Titan, concentrated indoor/outdoor degreaser starts penetrating and dissolving soil on contact. Formulated for fryers, ovens, spray-an-wipe degreasing, drive thrus, parking stalls and dumpster pads. (case = 2/2 gallon) | | | | | |
| 63 | 324834 WAREWASHING PRODUCT,CONCENTRATED, LIQUID | 0.000 | Drum | 166.80 | 1 | 0.00 |

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



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Supplier Name:
ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|--|---|--------|----------|-------|----------|-------|
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 144.54 | USD 1 DR | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 166.80 | USD 1 DR | | | |
| Item Text | | | | | | |
| Ecolab # 6110387, Ecolab Pan Dandy, Kosher recommended, and USDA approved manual ware washing concentrated, all-purpose liquid cleaner & detergent. Non-abrasive, easy on the hands, high sudding & free rinsing. (drum = 15 gallon) | | | | | | |
| ----- | | | | | | |
| 65 | 288558 DETERGENT,DISHMACHINE,SOLID,DE FOAMED | 0.000 | Case | 44.97 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 38.97 | USD 1 CS | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 44.97 | USD 1 CS | | | |
| Item Text | | | | | | |
| Ecolab # 6102149, Ecolab Smartpower DM Metal Safe, heavy duty, solid metal safe detergent, safe for all soft metal. Special water conditioners ensure excellent results. (case = 4-6.75#) | | | | | | |
| ----- | | | | | | |
| 67 | 361108 DRYING AGENT, LIQUID,ALL MACHINE TYPES | 0.000 | Each | 70.98 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 61.51 | USD 1 EA | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 70.98 | USD 1 EA | | | |
| Item Text | | | | | | |
| Ecolab # 6115172, TRUPOWER Rinse Additive, All Purpose Concentrated 4.5 gallon container (each = 4.5 gallon) | | | | | | |
| ----- | | | | | | |
| 69 | 135024 DRYING AGENT, LIQUID,ALL MACHINE TYPES | 0.000 | Case | 63.09 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 49.20 | USD 1 CS | | | |
| | <i>Valid from 10/01/2023 to 11/19/2023</i> | | | | | |
| | Price(Contract/Bid) | 56.78 | USD 1 CS | | | |
| | <i>Valid from 11/20/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 63.09 | USD 1 CS | | | |

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400026868

Original Contract Effective Date: 03/24/2023

Contract Change Date: 11/20/2023

Valid From: 04/01/2023 To: 03/31/2028

Supplier Name:

ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|---|---|-------|------|-------|----------|-------|
| Item Text | | | | | | |
| New Ecolab# 6113722 TRUPOWER Rinse Additive, All Purpose (case =4/1 gal) | | | | | | |
| Replaces Ecolab # 6110942, Ecolab Rinse Dry, Liquid Drying Agent with maximum results for all types of dish washing machines, promotes rapid sheeting of water. For all types of wares, contains a defoamer, providing spot-free drying in all operating conditions. (case = 4/1 gal) | | | | | | |
| Field Changed: PRICE | | | | | | |
| Old Value: 56.78 | | | | | | |
| New Value: 63.09 | | | | | | |
| 71 | 320067 DETERGENT, MACHINE, LOW TEMP | 0.000 | Each | 65.11 | 1 | 0.00 |
| Valid from 03/03/2023 to 09/30/2023 | | | | | | |
| Price(Contract/Bid) 56.42 USD 1 EA | | | | | | |
| Valid from 10/01/2023 to 12/31/9999 | | | | | | |
| Price(Contract/Bid) 65.11 USD 1 EA | | | | | | |
| Item Text | | | | | | |
| Ecolab # 6112716 Product name changed to TRUPOWER Dishmachine, All Purpose (each = 5 gallon) | | | | | | |
| Ecolab # 6112716, Ecolab ET Ultra Klene, high alkaline dish detergent designed for use with eco temp ultra, low temp d/m. Effective water conditioning & soil suspension provides excellent results & efficient cleaning. (each = 5 gallon) | | | | | | |
| 73 | 243338 DETERGENT, POT WASHING, MAXIMUM STRENGTH | 0.000 | Case | 44.82 | 1 | 0.00 |
| Valid from 03/03/2023 to 09/30/2023 | | | | | | |
| Price(Contract/Bid) 38.84 USD 1 CS | | | | | | |
| Valid from 10/01/2023 to 12/31/9999 | | | | | | |
| Price(Contract/Bid) 44.82 USD 1 CS | | | | | | |
| Item Text | | | | | | |
| Ecolab # 6112963, Ecolab Pantastic, Heavy duty liquid pot and pan detergent, delivers superior grease cutting and soil suspension. (case = 4/1 gallon) | | | | | | |
| 80 | 320064 DETERGENT,POT WASHING, MAXIMUM STRENGTH | 0.000 | Each | 55.27 | 1 | 0.00 |
| Valid from 03/03/2023 to 09/30/2023 | | | | | | |
| Price(Contract/Bid) 47.89 USD 1 EA | | | | | | |

Information:



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Supplier Name:
ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|--|--|-------|------|-------|----------|-------|
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 55.27 | USD | 1 | EA | |
| Item Text | | | | | | |
| Ecolab # 6112971, Ecolab Pantastic, heavy duty, liquid, pot and pan detergent, superior grease cutting and soil suspension. (each = 5 gallon) | | | | | | |
| 82 | 292985 DETERGENT,POT/PAN,FOAMING | 0.000 | Drum | 93.17 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 80.74 | USD | 1 | DR | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 93.17 | USD | 1 | DR | |
| Item Text | | | | | | |
| Ecolab # 6113505, Ecolab Monsoon, pot and pan detergent, specifically for use in recirculating, agitation pot and pan wash sinks. Excellent for removal of food soils. (drum = 5 gallon) | | | | | | |
| 84 | 142684 DETERGENT,GERMICIDAL,MULTI-PURPOSE | 0.000 | Case | 68.59 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 59.44 | USD | 1 | CS | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 68.59 | USD | 1 | CS | |
| Item Text | | | | | | |
| Ecolab # 6101205, Ecolab Neutral Disinfectant, multipurpose, neutral pH, germicidal detergent and deodorant (case = 1/2.5gallon) | | | | | | |
| 86 | 288559 DETERGENT,SOLID,MANUALWASH,SCENTED | 0.000 | Case | 70.65 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 61.22 | USD | 1 | CS | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 70.65 | USD | 1 | CS | |
| Item Text | | | | | | |
| Ecolab # 6117301, Ecolab Solitaire, solid pot and pan detergent, concentrate ware washing detergent removes grease in all water conditions. (case = 4/5#) | | | | | | |

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Valid From: 04/01/2023 To: 03/31/2028

Supplier Name:

ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|--|--|--------|----------|--------|----------|-------|
| 88 | 324049 SANITIZER,QUAT,NORINSE,EPAREGIS TERED | 0.000 | Case | 41.34 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 35.82 | USD 1 CS | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 41.34 | USD 1 CS | | | |
| Item Text | | | | | | |
| Ecolab # 6100536, Ecolab Oasis 146 Mutiquat, broad spectrum, EPA registered, no rinse quat sanitizer for effective protection from the threat of food borne organisms. Cleaner, sanitizer, deodorizer with organic soil tolerance for hospitals, institutional and industrial use. (case = 2.5 gallon) | | | | | | |
| ----- | | | | | | |
| 90 | 324835 SANITIZER,QUAT,NO RINSE,EPA REGISTERED | 0.000 | Drum | 247.99 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 214.90 | USD 1 DR | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 247.99 | USD 1 DR | | | |
| Item Text | | | | | | |
| Ecolab # 6117718, Ecolab Oasis 146 Mutiquat, broad spectrum, EPA registered, no rinse quat sanitizer for effective protection from the threat of food borne organisms. For use as a food surface sanitizer and 3rd sink rinse sanitizer. Tested with QT-40 test strips. Effective sanitizing from 150-440ppm. (drum = 15 gallon) | | | | | | |
| ----- | | | | | | |
| 92 | 320063 DETERGENT,LIQ,MACHINE,HVYDTY,N ON-FOAMING | 0.000 | Drum | 322.52 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 279.48 | USD 1 DR | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 322.52 | USD 1 DR | | | |
| Item Text | | | | | | |
| Ecolab # 6118077, Ecolab Spearhead, heavy duty metal safe liquid detergent. Balanced blend of alkalis, buffers, inhibitors, and defoamers/surfactant. (drum = 30 gallon) | | | | | | |
| ----- | | | | | | |
| 94 | 288557 SOLVENT,LIME SCALEREMOVER, MULTI-PURPOSE | 0.000 | Case | 39.79 | 1 | 0.00 |

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Supplier Name:
ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|--|--|--------|----------|--------|----------|-------|
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 34.48 | USD 1 CS | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 39.79 | USD 1 CS | | | |
| Item Text | | | | | | |
| Ecolab # 6101131, Ecolab Lime-A-Way, acid liquid detergent removes lime, iron stains and scale. Special concentrated formula works in even the toughest water conditions. Excellent for de-liming and maintaining glass washers. (case = 4/1 gallon) | | | | | | |
| 96 | 325788 DETERGENT,DISHMACHINE,SOLID,HI GHPERFORM | 0.000 | Case | 79.00 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 68.46 | USD 1 CS | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 79.00 | USD 1 CS | | | |
| Item Text | | | | | | |
| Ecolab # 6100185, Ecolab Solid Power XL, machine ware washing detergent, high activity formula allows for 50% more washers per capsule. (case = 4/9#) | | | | | | |
| 98 | 113067 DETERGENT,LIQ,DISP,POT/PAN,SUPC ONCENTRAT | 0.000 | Case | 68.61 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 59.45 | USD 1 CS | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 68.61 | USD 1 CS | | | |
| Item Text | | | | | | |
| Ecolab # 6110906, Ecolab Scout, pot and pan concentrated liquid detergent, ready to use dispensing. (case = 2/2 gallon) | | | | | | |
| 100 | 132953 DRAINTREATMENT,GREASE EATING,AUTODOSING | 0.000 | Each | 145.14 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 125.77 | USD 1 EA | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 145.14 | USD 1 EA | | | |

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|---------------------|--|
| Information: | |
|---------------------|--|



FULLY EXECUTED - CHANGE 2
Contract Number: 4400026868
Original Contract Effective Date: 03/24/2023
Contract Change Date: 11/20/2023
Valid From: 04/01/2023 To: 03/31/2028

Supplier Name:
ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|--|-------------------------|-------|-----|-------|----------|-------|
| Item Text Ecolab # 6129810, Ecolab Pathways, solid drain sanitizer, water activated, time released controls build up in floor drains, troughs, and pits. (each = 2.5 gallon) | | | | | | |
| 104 | Non-core Discount - 35% | 0.000 | | 0.00 | 1 | 0.00 |

Item Text
Non-Core Items are those items within a lot that are not contained in the Core Item list. They are limited to those items that can be used for general warewashing purposes and dilution control systems and which require dilution prior to use.

Non-Core Item pricing shall be based upon the Offeror's proposed price list, which is Ecolab INST Commonwealth of PA Non-Core Price List 2/17/2022.

General Requirements for all Items:

Header Text
Supplier product change due to product being discontinued - Item # 69 and 102. Item 67 and 71 product name changed. Formulation remains the same. 11.17.23 MF

The Commonwealth of Pennsylvania, Department of General Services (DGS) on behalf of all using agencies is issuing this contract to procure Dilution Control Chemicals for Warewashing (Lot 1) and Dilution Control Systems and Chemicals for General Cleaning (Lot 2).

This contract (4400026868) is the award of Lot 1 for Dilution Control Chemicals for Warewashing.

Any questions related to this contract should be directed to the Contracting Officer.

No further information for this Contract

Information:



All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 164055

Supplier Name/Address:

ECOLAB INC
ECOLAB INC
370 WABASHA ST N
SAINT PAUL MN 55102-1349 US

Supplier Phone Number: 651-293-2849

Supplier Fax Number: 651-293-2682

Contract Name:

Dilution Control Systems and Chemicals

FULLY EXECUTED - CHANGE 1 - REPRINT

Contract Number: 4400026868

Original Contract Effective Date: 03/24/2023

Contract Change Date: 09/28/2023

Valid From: 04/01/2023 To: 03/31/2028

Purchasing Agent

Name: Flickinger Marie

Phone: 717-346-2840

Fax: 717-783-6241

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|---|---|-------|------|--------|----------|-------|
| 61 | 288556 DEGREASER,LIQUID,HEAVY DUTY | 0.000 | Case | 35.31 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) 35.31 USD 1 CS | | | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) 40.75 USD 1 CS | | | | | |
| Item Text | | | | | | |
| Ecolab # 6110112, Ecolab Titan, concentrated indoor/outdoor degreaser starts penetrating and dissolving soil on contact. Formulated for fryers, ovens, spray-an-wipe degreasing, drive thrus, parking stalls and dumpster pads. (case = 2/2 gallon) | | | | | | |
| 63 | 324834 WAREWASHING PRODUCT,CONCENTRATED, LIQUID | 0.000 | Drum | 144.54 | 1 | 0.00 |

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 1 - REPRINT

Contract Number: 4400026868

Original Contract Effective Date: 03/24/2023

Contract Change Date: 09/28/2023

Valid From: 04/01/2023 To: 03/31/2028

Supplier Name:

ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|--|---|--------|----------|-------|----------|-------|
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 144.54 | USD 1 DR | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 166.80 | USD 1 DR | | | |
| Item Text | | | | | | |
| Ecolab # 6110387, Ecolab Pan Dandy, Kosher recommended, and USDA approved manual ware washing concentrated, all-purpose liquid cleaner & detergent. Non-abrasive, easy on the hands, high sudding & free rinsing. (drum = 15 gallon) | | | | | | |
| ----- | | | | | | |
| 65 | 288558 DETERGENT,DISHMACHINE,SOLID,DE FOAMED | 0.000 | Case | 38.97 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 38.97 | USD 1 CS | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 44.97 | USD 1 CS | | | |
| Item Text | | | | | | |
| Ecolab # 6102149, Ecolab Smartpower DM Metal Safe, heavy duty, solid metal safe detergent, safe for all soft metal. Special water conditioners ensure excellent results. (case = 4-6.75#) | | | | | | |
| ----- | | | | | | |
| 67 | 361108 DRYING AGENT, LIQUID,ALL MACHINE TYPES | 0.000 | Each | 61.51 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 61.51 | USD 1 EA | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 70.98 | USD 1 EA | | | |
| Item Text | | | | | | |
| Ecolab # 6115172, Ecolab ET Ultra Dry, Additive, Rinse, Concentrated 4.5 gallon container (each = 4.5 gallon) | | | | | | |
| ----- | | | | | | |
| 69 | 135024 DRYING AGENT, LIQUID,ALL MACHINE TYPES | 0.000 | Case | 49.20 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 49.20 | USD 1 CS | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 56.78 | USD 1 CS | | | |

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|---------------------|--|
| Information: | |
|---------------------|--|



FULLY EXECUTED - CHANGE 1 - REPRINT

Contract Number: 4400026868

Original Contract Effective Date: 03/24/2023

Contract Change Date: 09/28/2023

Valid From: 04/01/2023 To: 03/31/2028

Supplier Name:

ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|--|---|-------|------|-------|----------|-------|
| Item Text | | | | | | |
| Ecolab # 6110942, Ecolab Rinse Dry, Liquid Drying Agent with maximum results for all types of dish washing machines, promotes rapid sheeting of water. For all types of wares, contains a defoamer, providing spot-free drying in all operating conditions. (case = 4/1 gal) | | | | | | |
| 71 | 320067 DETERGENT, MACHINE, LOW TEMP | 0.000 | Each | 56.42 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 56.42 | USD | 1 | EA | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 65.11 | USD | 1 | EA | |
| Item Text | | | | | | |
| Ecolab # 6112716, Ecolab ET Ultra Klene, high alkaline dish detergent designed for use with eco temp ultra, low temp d/m. Effective water conditioning & soil suspension provides excellent results & efficient cleaning. (each = 5 gallon) | | | | | | |
| 73 | 243338 DETERGENT, POT WASHING, MAXIMUM STRENGTH | 0.000 | Case | 38.84 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 38.84 | USD | 1 | CS | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 44.82 | USD | 1 | CS | |
| Item Text | | | | | | |
| Ecolab # 6112963, Ecolab Pantastic, Heavy duty liquid pot and pan detergent, delivers superior grease cutting and soil suspension. (case = 4/1 gallon) | | | | | | |
| 80 | 320064 DETERGENT,POT WASHING, MAXIMUM STRENGTH | 0.000 | Each | 47.89 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 47.89 | USD | 1 | EA | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 55.27 | USD | 1 | EA | |
| Item Text | | | | | | |
| Ecolab # 6112971, Ecolab Pantastic, heavy duty, liquid, pot and pan detergent, superior grease cutting and soil suspension. (each = 5 gallon) | | | | | | |
| 82 | 292985 DETERGENT,POT/PAN,FOAMING | 0.000 | Drum | 80.74 | 1 | 0.00 |

Information:



FULLY EXECUTED - CHANGE 1 - REPRINT

Contract Number: 4400026868

Original Contract Effective Date: 03/24/2023

Contract Change Date: 09/28/2023

Valid From: 04/01/2023 To: 03/31/2028

Supplier Name:

ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|--|--|-------|----------|-------|----------|-------|
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 80.74 | USD 1 DR | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 93.17 | USD 1 DR | | | |
| Item Text | | | | | | |
| Ecolab # 6113505, Ecolab Monsoon, pot and pan detergent, specifically for use in recirculating, agitation pot and pan wash sinks. Excellent for removal of food soils. (drum = 5 gallon) | | | | | | |
| 84 | 142684 DETERGENT,GERMICIDAL,MULTI-PURPOSE | 0.000 | Case | 59.44 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 59.44 | USD 1 CS | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 68.59 | USD 1 CS | | | |
| Item Text | | | | | | |
| Ecolab # 6101205, Ecolab Neutral Disinfectant, multipurpose, neutral pH, germicidal detergent and deodorant (case = 1/2.5gallon) | | | | | | |
| 86 | 288559 DETERGENT,SOLID,MANUALWASH,SCENTED | 0.000 | Case | 61.22 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 61.22 | USD 1 CS | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 70.65 | USD 1 CS | | | |
| Item Text | | | | | | |
| Ecolab # 6117301, Ecolab Solitaire, solid pot and pan detergent, concentrate ware washing detergent removes grease in all water conditions. (case = 4/5#) | | | | | | |
| 88 | 324049 SANITIZER,QUAT,NORINSE,EPAREGISTERED | 0.000 | Case | 35.82 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 35.82 | USD 1 CS | | | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 41.34 | USD 1 CS | | | |

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| Information: | |
|---------------------|--|

**FULLY EXECUTED - CHANGE 1 - REPRINT**

Contract Number: 4400026868

Original Contract Effective Date: 03/24/2023

Contract Change Date: 09/28/2023

Valid From: 04/01/2023 To: 03/31/2028

Supplier Name:

ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|--|---|--------|------|--------|----------|-------|
| Item Text | | | | | | |
| Ecolab # 6100536, Ecolab Oasis 146 Mutiquat, broad spectrum, EPA registered, no rinse quat sanitizer for effective protection from the threat of food borne organisms. Cleaner, sanitizer, deodorizer with organic soil tolerance for hospitals, institutional and industrial use. (case = 2.5 gallon) | | | | | | |
| 90 | 324835 SANITIZER,QUAT,NO RINSE,EPA REGISTERED | 0.000 | Drum | 214.90 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 214.90 | USD | 1 | DR | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 247.99 | USD | 1 | DR | |
| Item Text | | | | | | |
| Ecolab # 6117718, Ecolab Oasis 146 Mutiquat, broad spectrum, EPA registered, no rinse quat sanitizer for effective protection from the threat of food borne organisms. For use as a food surface sanitizer and 3rd sink rinse sanitizer. Tested with QT-40 test strips. Effective sanitizing from 150-440ppm. (drum = 15 gallon) | | | | | | |
| 92 | 320063 DETERGENT,LIQ,MACHINE,HVYDTY,N ON-FOAMING | 0.000 | Drum | 279.48 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 279.48 | USD | 1 | DR | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 322.52 | USD | 1 | DR | |
| Item Text | | | | | | |
| Ecolab # 6118077, Ecolab Spearhead, heavy duty metal safe liquid detergent. Balanced blend of alkalis, buffers, inhibitors, and defoamers/surfactant. (drum = 30 gallon) | | | | | | |
| 94 | 288557 SOLVENT,LIME SCALEREMOVER, MULTI-PURPOSE | 0.000 | Case | 34.48 | 1 | 0.00 |
| | <i>Valid from 03/03/2023 to 09/30/2023</i> | | | | | |
| | Price(Contract/Bid) | 34.48 | USD | 1 | CS | |
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 39.79 | USD | 1 | CS | |
| Item Text | | | | | | |
| Ecolab # 6101131, Ecolab Lime-A-Way, acid liquid detergent removes lime, iron stains and scale. Special concentrated formula works in even the toughest water conditions. Excellent for de-liming and maintaining glass washers. (case = 4/1 gallon) | | | | | | |

Information:



FULLY EXECUTED - CHANGE 1 - REPRINT

Contract Number: 4400026868

Original Contract Effective Date: 03/24/2023

Contract Change Date: 09/28/2023

Valid From: 04/01/2023 To: 03/31/2028

Supplier Name:

ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|--|--|-------|------|--------|----------|-------|
| 96 | 325788 DETERGENT,DISHMACHINE,SOLID,HI GHPERFORM <i>Valid from 03/03/2023 to 09/30/2023</i> Price(Contract/Bid) 68.46 USD 1 CS <i>Valid from 10/01/2023 to 12/31/9999</i> Price(Contract/Bid) 79.00 USD 1 CS | 0.000 | Case | 68.46 | 1 | 0.00 |
| Item Text Ecolab # 6100185, Ecolab Solid Power XL, machine ware washing detergent, high activity formula allows for 50% more washers per capsule. (case = 4/9#) | | | | | | |
| 98 | 113067 DETERGENT,LIQ,DISP,POT/PAN,SUPC ONCENTRAT <i>Valid from 03/03/2023 to 09/30/2023</i> Price(Contract/Bid) 59.45 USD 1 CS <i>Valid from 10/01/2023 to 12/31/9999</i> Price(Contract/Bid) 68.61 USD 1 CS | 0.000 | Case | 59.45 | 1 | 0.00 |
| Item Text Ecolab # 6110906, Ecolab Scout, pot and pan concentrated liquid detergent, ready to use dispensing. (case = 2/2 gallon) | | | | | | |
| 100 | 132953 DRAINTREATMENT,GREASE EATING,AUTODOSING <i>Valid from 03/03/2023 to 09/30/2023</i> Price(Contract/Bid) 125.77 USD 1 EA <i>Valid from 10/01/2023 to 12/31/9999</i> Price(Contract/Bid) 145.14 USD 1 EA | 0.000 | Each | 125.77 | 1 | 0.00 |
| Item Text Ecolab # 6129810, Ecolab Pathways, solid drain sanitizer, water activated, time released controls build up in floor drains, troughs, and pits. (each = 2.5 gallon) | | | | | | |
| 102 | 324833 RINSE AGENT,FAST DRY,FOR PLASTICWARE <i>Valid from 03/03/2023 to 09/30/2023</i> Price(Contract/Bid) 172.27 USD 1 CS | 0.000 | Case | 172.27 | 1 | 0.00 |

Information:



FULLY EXECUTED - CHANGE 1 - REPRINT

Contract Number: 4400026868

Original Contract Effective Date: 03/24/2023

Contract Change Date: 09/28/2023

Valid From: 04/01/2023 To: 03/31/2028

Supplier Name:

ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|------|--|--------|----------|-------|----------|-------|
| | <i>Valid from 10/01/2023 to 12/31/9999</i> | | | | | |
| | Price(Contract/Bid) | 198.80 | USD 1 CS | | | |

Item Text

Ecolab # 6100118, Ecolab Fast Drying Rinse Add, Rinse agent, fast drying, spot free, film free, formulated for plasticware (case = 2/5quart)

| | | | | | | |
|-----|-------------------------|-------|--|------|---|------|
| 104 | Non-core Discount - 35% | 0.000 | | 0.00 | 1 | 0.00 |
|-----|-------------------------|-------|--|------|---|------|

Item Text

Non-Core Items are those items within a lot that are not contained in the Core Item list. They are limited to those items that can be used for general warewashing purposes and dilution control systems and which require dilution prior to use.

Non-Core Item pricing shall be based upon the Offeror's proposed price list, which is Ecolab INST Commonwealth of PA Non-Core Price List 2/17/2022.

General Requirements for all Items:

Header Text

The Commonwealth of Pennsylvania, Department of General Services (DGS) on behalf of all using agencies is issuing this contract to procure Dilution Control Chemicals for Warewashing (Lot 1) and Dilution Control Systems and Chemicals for General Cleaning (Lot 2).

This contract (4400026868) is the award of Lot 1 for Dilution Control Chemicals for Warewashing.

Any questions related to this contract should be directed to the Contracting Officer.

No further information for this Contract

Information:



FULLY EXECUTED
Contract Number: 4400026868
Original Contract Effective Date: 03/24/2023
Valid From: 04/01/2023 To: 03/31/2028

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Your SAP Vendor Number with us: 164055

Name: Flickinger Marie
Phone: 717-346-2674
Fax: 717-783-6241

Supplier Name/Address:

ECOLAB INC
ECOLAB INC
370 WABASHA ST N
SAINT PAUL MN 55102-1349 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 651-293-2849

Supplier Fax Number: 651-293-2682

Contract Name:

Dilution Control Systems and Chemicals

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|---|---|-------|------|--------|----------|-------|
| 61 | 288556 DEGREASER,LIQUID,HEAVY DUTY | 0.000 | Case | 35.31 | 1 | 0.00 |
| Item Text Ecolab # 6110112, Ecolab Titan, concentrated indoor/outdoor degreaser starts penetrating and dissolving soil on contact. Formulated for fryers, ovens, spray-an-wipe degreasing, drive thrus, parking stalls and dumpster pads. (case = 2/2 gallon) | | | | | | |
| 63 | 324834 WAREWASHING PRODUCT,CONCENTRATED, LIQUID | 0.000 | Drum | 144.54 | 1 | 0.00 |
| Item Text Ecolab # 6110387, Ecolab Pan Dandy, Kosher recommended, and USDA approved manual ware washing concentrated, all-purpose liquid cleaner & detergent. Non-abrasive, easy on the hands, high sudding & free rinsing. (drum = 15 gallon) | | | | | | |

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____

**FULLY EXECUTED**

Contract Number: 4400026868

Original Contract Effective Date: 03/24/2023

Valid From: 04/01/2023 To: 03/31/2028

Supplier Name:

ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|--|---|-------|------|-------|----------|-------|
| 65 | 288558 DETERGENT,DISHMACHINE,SOLID,DE FOAMED | 0.000 | Case | 38.97 | 1 | 0.00 |
| Item Text Ecolab # 6102149, Ecolab Smartpower DM Metal Safe, heavy duty, solid metal safe detergent, safe for all soft metal. Special water conditioners ensure excellent results. (case = 4-6.75#) | | | | | | |
| 67 | 361108 DRYING AGENT, LIQUID,ALL MACHINE TYPES | 0.000 | Each | 61.51 | 1 | 0.00 |
| Item Text Ecolab # 6115172, Ecolab ET Ultra Dry, Additive, Rinse, Concentrated 4.5 gallon container (each = 4.5 gallon) | | | | | | |
| 69 | 135024 DRYING AGENT, LIQUID,ALL MACHINE TYPES | 0.000 | Case | 49.20 | 1 | 0.00 |
| Item Text Ecolab # 6110942, Ecolab Rinse Dry, Liquid Drying Agent with maximum results for all types of dish washing machines, promotes rapid sheeting of water. For all types of wares, contains a defoamer, providing spot-free drying in all operating conditions. (case = 4/1 gal) | | | | | | |
| 71 | 320067 DETERGENT, MACHINE, LOW TEMP | 0.000 | Each | 56.42 | 1 | 0.00 |
| Item Text Ecolab # 6112716, Ecolab ET Ultra Klene, high alkaline dish detergent designed for use with eco temp ultra, low temp d/m. Effective water conditioning & soil suspension provides excellent results & efficient cleaning. (each = 5 gallon) | | | | | | |
| 73 | 243338 DETERGENT, POT WASHING, MAXIMUM STRENGTH | 0.000 | Case | 38.84 | 1 | 0.00 |
| Item Text Ecolab # 6112963, Ecolab Pantastic, Heavy duty liquid pot and pan detergent, delivers superior grease cutting and soil suspension. (case = 4/1 gallon) | | | | | | |
| 80 | 320064 DETERGENT,POT WASHING, MAXIMUM STRENGTH | 0.000 | Each | 47.89 | 1 | 0.00 |

Information:



FULLY EXECUTED

Contract Number: 4400026868

Original Contract Effective Date: 03/24/2023

Valid From: 04/01/2023 To: 03/31/2028

Supplier Name:

ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|--|--|-------|------|--------|----------|-------|
| Item Text Ecolab # 6112971, Ecolab Pantastic, heavy duty, liquid, pot and pan detergent, superior grease cutting and soil suspension. (each = 5 gallon) | | | | | | |
| 82 | 292985 DETERGENT,POT/PAN,FOAMING | 0.000 | Drum | 80.74 | 1 | 0.00 |
| Item Text Ecolab # 6113505, Ecolab Monsoon, pot and pan detergent, specifically for use in recirculating, agitation pot and pan wash sinks. Excellent for removal of food soils. (drum = 5 gallon) | | | | | | |
| 84 | 142684 DETERGENT,GERMICIDAL,MULTI-PURPOSE | 0.000 | Case | 59.44 | 1 | 0.00 |
| Item Text Ecolab # 6101205, Ecolab Neutral Disinfectant, multipurpose, neutral pH, germicidal detergent and deodorant (case = 1/2.5gallon) | | | | | | |
| 86 | 288559 DETERGENT,SOLID,MANUALWASH,SCENTED | 0.000 | Case | 61.22 | 1 | 0.00 |
| Item Text Ecolab # 6117301, Ecolab Solitaire, solid pot and pan detergent, concentrate ware washing detergent removes grease in all water conditions. (case = 4/5#) | | | | | | |
| 88 | 324049 SANITIZER,QUAT,NORINSE,EPAREGISTERED | 0.000 | Case | 35.82 | 1 | 0.00 |
| Item Text Ecolab # 6100536, Ecolab Oasis 146 Mutiquat, broad spectrum, EPA registered, no rinse quat sanitizer for effective protection from the threat of food borne organisms. Cleaner, sanitizer, deodorizer with organic soil tolerance for hospitals, institutional and industrial use. (case = 2.5 gallon) | | | | | | |
| 90 | 324835 SANITIZER,QUAT,NO RINSE,EPA REGISTERED | 0.000 | Drum | 214.90 | 1 | 0.00 |
| Item Text Ecolab # 6117718, Ecolab Oasis 146 Mutiquat, broad spectrum, EPA registered, no rinse quat sanitizer for effective protection from the threat of food borne organisms. For use as a food surface sanitizer and 3rd sink rinse sanitizer. Tested with QT-40 test strips. Effective sanitizing from 150-440ppm. (drum = 15 gallon) | | | | | | |

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|---------------------|--|
| Information: | |
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FULLY EXECUTED

Contract Number: 4400026868

Original Contract Effective Date: 03/24/2023

Valid From: 04/01/2023 To: 03/31/2028

Supplier Name:

ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|--|--|-------|------|--------|----------|-------|
| 92 | 320063 DETERGENT,LIQ,MACHINE,HVYDTY,N ON-FOAMING | 0.000 | Drum | 279.48 | 1 | 0.00 |
| Item Text Ecolab # 6118077, Ecolab Spearhead, heavy duty metal safe liquid detergent. Balanced blend of alkalis, buffers, inhibitors, and defoamers/surfactant. (drum = 30 gallon) | | | | | | |
| 94 | 288557 SOLVENT,LIME SCALEREMOVER, MULTI-PURPOSE | 0.000 | Case | 34.48 | 1 | 0.00 |
| Item Text Ecolab # 6101131, Ecolab Lime-A-Way, acid liquid detergent removes lime, iron stains and scale. Special concentrated formula works in even the toughest water conditions. Excellent for de-liming and maintaining glass washers. (case = 4/1 gallon) | | | | | | |
| 96 | 325788 DETERGENT,DISHMACHINE,SOLID,HI GHPERFORM | 0.000 | Case | 68.46 | 1 | 0.00 |
| Item Text Ecolab # 6100185, Ecolab Solid Power XL, machine ware washing detergent, high activity formula allows for 50% more washers per capsule. (case = 4/9#) | | | | | | |
| 98 | 113067 DETERGENT,LIQ,DISP,POT/PAN,SUPC ONCENTRAT | 0.000 | Case | 59.45 | 1 | 0.00 |
| Item Text Ecolab # 6110906, Ecolab Scout, pot and pan concentrated liquid detergent, ready to use dispensing. (case = 2/2 gallon) | | | | | | |
| 100 | 132953 DRAINTREATMENT,GREASE EATING,AUTODOSING | 0.000 | Each | 125.77 | 1 | 0.00 |
| Item Text Ecolab # 6129810, Ecolab Pathways, solid drain sanitizer, water activated, time released controls build up in floor drains, troughs, and pits. (each = 2.5 gallon) | | | | | | |
| 102 | 324833 RINSE AGENT,FAST DRY,FOR PLASTICWARE | 0.000 | Case | 172.27 | 1 | 0.00 |

Information:



FULLY EXECUTED
Contract Number: 4400026868
Original Contract Effective Date: 03/24/2023
Valid From: 04/01/2023 To: 03/31/2028

Supplier Name:
ECOLAB INC

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|--|-------------------------|-------|-----|-------|----------|-------|
| Item Text Ecolab # 6100118, Ecolab Fast Drying Rinse Add, Rinse agent, fast drying, spot free, film free, formulated for plasticware (case = 2/5quart) | | | | | | |
| 104 | Non-core Discount - 35% | 0.000 | | 0.00 | 1 | 0.00 |

Item Text
Non-Core Items are those items within a lot that are not contained in the Core Item list. They are limited to those items that can be used for general warewashing purposes and dilution control systems and which require dilution prior to use.

Non-Core Item pricing shall be based upon the Offeror's proposed price list, which is Ecolab INST Commonwealth of PA Non-Core Price List 2/17/2022.

General Requirements for all Items:

Header Text
The Commonwealth of Pennsylvania, Department of General Services (DGS) on behalf of all using agencies is issuing this contract to procure Dilution Control Chemicals for Warewashing (Lot 1) and Dilution Control Systems and Chemicals for General Cleaning (Lot 2).

This contract (4400026868) is the award of Lot 1 for Dilution Control Chemicals for Warewashing.

Any questions related to this contract should be directed to the Contracting Officer.

No further information for this Contract

Information:

**CONTRACT
FOR
Dilution Control Chemicals for Warewashing**

THIS CONTRACT for the provision of **Dilution Control Chemicals for Warewashing (Lot 1)** ("Contract") is entered into by and between the Commonwealth of Pennsylvania, acting through the Department of General Services ("DGS") and Ecolab, Inc. ("Contractor").

WHEREAS, DGS issued a Request for Proposals for the Provision of **Dilution Control Chemicals for Warewashing (Lot 1) and Dilution Control Systems and Chemicals for General Cleaning (Lot 2)** for Commonwealth executive agencies, RFP No. 6100053671 ("RFP"); and

WHEREAS, Contractor submitted a proposal in response to the RFP; and

WHEREAS, DGS determined that Contractor's proposal was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Dilution Control Chemicals for Warewashing (Lot 1)** to the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, DGS and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Dilution Control Chemicals for Warewashing (Lot 1)** as more fully defined in the RFP, to the Commonwealth.
2. Commonwealth executive agencies shall procure their requirements for **Dilution Control Chemicals for Warewashing (Lot 1)** in accordance with the terms and conditions of this Contract.
3. Contractor agrees to provide the **Dilution Control Chemicals for Warewashing (Lot 1)** listed in its Final Negotiated Cost Submittal, which is attached hereto as Exhibit B and made a part hereof, at the prices listed for those items in Exhibit B.
4. Both parties agree to modify the Price Updates language to allow for a semi-annual price adjustment, starting at month seven (7) of the initial contract year, and occurring every six (6) months thereafter. All other conditions of the Price Update language will remain as written in the RFP. The following is an example of the cost calculation method to be used:

Example:
Submitted proposal price \$20.00 per unit
PPI at time proposal was submitted is 175.0
PPI at first adjustment is 180.0
Calculation:
 $180.0/175.0 = 2.9\%$
 $2.9\% \times \$20.00 = \$.58$
 $\$20.00 + \$.58 = \$20.58$
The \$20.58 is the new price and the new base line.

5. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
- a. The Contract document contained herein.
 - b. The Contract Terms and Conditions contained in the RFP, which is attached hereto as Exhibit A and made part of this Contract.
 - c. The Contractor's Final Negotiated Cost Submittal (Exhibit B), which is attached hereto and is made a part hereof.
 - d. The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit C and made a part hereof.
 - e. The Contractor's Technical Submittal, including the Negotiation Responses dated August 2, 2022, August 11, 2022, and November 29, 2022, which is attached hereto as Exhibit D and made a part hereof.

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EXHIBIT A
LOT 1

**APPENDIX A
CONTRACT TERMS AND CONDITIONS**

1. CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006). The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions.

2. CONTRACT-002.1d Term of Contract – Contract (May 2012). The initial term of the Contract shall be 05 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

3. CONTRACT-002.2a Renewal of Contract Term (Nov 30 2006). The Contract may be renewed for a maximum of 5 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

4. CONTRACT-002.2f Renewal of Contract Term; Adjusted Prices – Index Based (Oct 2013). Refer to Technical Submittal(s) I-4.B.2.b. Price Updates.

5. CONTRACT-002.3 Extension of Contract Term (Nov 30 2006). The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

6. CONTRACT-003.1b Signatures – Contract (July 2015). The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

7. CONTRACT-004.1a Definitions (Oct 2013). As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

8. CONTRACT-005.1a Purchase Orders (July 2015). Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

- a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

9. CONTRACT-006.1 Independent Prime Contractor (Oct 2006). In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

10. CONTRACT-007.01a Supplies Delivery (Nov 30 2006). All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

11. CONTRACT-007.02 Estimated Quantities (Nov 30 2006). It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

12. CONTRACT-008.1a Warranty (Oct 2006). The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

13. CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013). The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either:

- a. the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or
- b. any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the

Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

14. CONTRACT-009.1d Ownership Rights (Oct 2006). The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

15. CONTRACT-010.1a Acceptance (Oct 2006). No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

16. CONTRACT-010.2 Product Conformance (March 2012). The Commonwealth reserves the right to require any and all Contractors to:

- a. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- b. Supply published manufacturer product documentation.
- c. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- d. Complete a survey/questionnaire relating to the bid requirements and specifications.
- e. Provide customer references.
- f. Provide a product demonstration at a location near Harrisburg or the using agency location.

17. CONTRACT-010.3 Rejected Material Not Considered Abandoned (Oct 2013). The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

18. CONTRACT-011.1a Compliance With Law (Oct 2006). The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

19. CONTRACT-013.1 Environmental Provisions (Oct 2006). In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

20. CONTRACT-014.1 Post-Consumer Recycled Content (June 2016). Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection

Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

21. **CONTRACT-014.3 Recycled Content Enforcement (Feb 2009).** The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.
22. **CONTRACT-015.1 Compensation (Oct 2006).** The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.
23. **CONTRACT-015.2 Billing Requirements (July 2021).** Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:
 - Vendor name and "Remit to" address, including SAP Vendor number;
 - SAP Purchase Order number;
 - Delivery Address, including name of Commonwealth agency;
 - Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
 - Quantity provided;
 - Unit price;
 - Price extension;
 - Total price; and
 - Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

24. CONTRACT-016.1 Payment (Oct 2006).

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

25. CONTRACT-016.2 Payment – Electronic Funds Transfer (February 2014)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

26. CONTRACT-017.1 Taxes (Dec 5 2006). The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

27. CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006). The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

28. CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006).

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

29. CONTRACT-020.1 Audit Provisions (Oct 2006). The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

30. CONTRACT-021.1 Default (Oct 2013)

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;

- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

31. CONTRACT-022.1 Force Majeure (Oct 2006). Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably

request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

32. CONTRACT-023.1a Termination Provisions (Oct 2013). The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

33. CONTRACT-024.1 Contract Controversies (Oct 2011)

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

34. CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.

- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

35. CONTRACT-026.1 Other Contractors (Oct 2006). The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

36. CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018). The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual

harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

- f. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- g. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- h. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- i. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- j. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

37. CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015). It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- a. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - 1) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - 2) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - 3) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - 4) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - 5) "Financial Interest" means either:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - 6) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but

not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

- 7) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

b. In furtherance of this policy, Contractor agrees to the following:

- 1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- 2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- 3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- 4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- 5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c) had any business license or professional license suspended or revoked;
 - d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- 6) Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply

with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

- 7) When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- 8) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that is has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 9) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- 10) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

38. CONTRACT-029.1 Contractor Responsibility Provisions (July 2021). For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are

suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

39. CONTRACT-030.1 Americans with Disabilities Act (July 2021). For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

- a. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- b. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

40. CONTRACT-031.1 Hazardous Substances (April 2017). The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 34 Pa. Code Section 301.1 - 323.6.

- a. Labeling. The Contractor shall ensure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Subparagraphs (1) through (4):
 - 1) Hazardous substances:
 - a) The chemical name or common name,
 - b) A hazard warning, and
 - c) The name, address, and telephone number of the manufacturer.
 - 2) Hazardous mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - c) The chemical or common name of hazardous substances consisting of 1.0% or more of the mixture,
 - d) A hazard warning, and
 - e) The name, address, and telephone number of the manufacturer.
 - 3) Single chemicals:
 - a) The chemical name or the common name,
 - b) A hazard warning, if appropriate, and

- c) The name, address, and telephone number of the manufacturer.
- 4) Chemical Mixtures:
- a) The common name, but if none exists, then the trade name,
 - b) A hazard warning, if appropriate,
 - c) The name, address, and telephone number of the manufacturer, and
 - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture. A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container. The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

41. CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006). The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

42. CONTRACT-033.1 Applicable Law (Oct 2006). This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

43. CONTRACT-034.1a Integration – RFP (Dec 12 2006). This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

44. CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006). In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

45. CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011). The terms and conditions of this Contract shall be

the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

46. CONTRACT-035.1a Changes (Oct 2006). The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

47. CONTRACT-037.1a Confidentiality (Oct 2013)

- a. The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.
- b. Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
 - 1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - 2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
 - 3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - 4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - 5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

- c. The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- 1) Prepare an un-redacted version of the appropriate document, and
- 2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- 3) Prepare a signed written statement that states:
 - a) the attached document contains confidential or proprietary information or trade secrets;
 - b) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - c) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- 4) Submit the two documents along with the signed written statement to the Commonwealth.

48. CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016). The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

49. CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006). If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

50. CONTRACT-051.1 Notice (Dec 2006). Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

51. CONTRACT-052.1 Right to Know Law (Feb 2010)

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
 - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the

Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

- f.** If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g.** The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h.** The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i.** The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

**RFP 610053671 - Appendix C Lot 1
Dilution Control Systems and Chemicals for Warewashing
Final Negotiated Cost Submittal**

Table A. Core Products List

| No | Item Description | UOM | Current Annual Estimated Usage in UOM | Current Annual Estimated Diluted Usage in Gallons | Current Dilution Rate (ounces/ fluid ounces) per gallon | Current Pack Size UOM | Proposed Brand/Mfgr Name | Proposed Brand/Mfgr SKU | Proposed Dilution Rate (ounces/ fluid ounces) per gallon | FOB Destination Cost per Product per 1 gallon of water | Estimated Annual Extended Cost | Proposed UOM | Proposed Containers per case | Proposed Per Case Cost |
|----|--|-----|---------------------------------------|---|---|-----------------------|---------------------------------|-------------------------|--|--|--------------------------------|--------------|------------------------------|------------------------|
| 1 | Degreaser, liquid, heavy duty, breaks down grease | GL | 3,748 | 1,370,697 | 0.35 | 2-2GL | Ecolab Titan | 6110112 | 0.35 | 0.024137695 | \$33,085.47 | Gallon | 2-2 Gallon | \$35.31 |
| 2 | Warewashing product, concentrated, liquid, easy on hands, non-abrasive, cleans all food surfaces | GL | 1,200 | 800,000 | 0.192 | 15GL | Ecolab Pan Dandy | 6110387 | 0.1875 | 0.014115234 | \$11,292.19 | Gallon | 15 Gallon | \$144.54 |
| 3 | Detergent, dishmachine, solid, soft for metals, non-chlorinated, defoamed | LB | 34,016 | 10,885,120 | 0.05 | 4-8LB | Ecolab Smartpower DM Metal Safe | 6102149 | 0.05 | 0.004510417 | \$49,096.43 | LB | 4-6.75 lb | \$38.97 |
| 4 | Drying agent, liquid, maximum results, all types machines, promotes rapid sheeting on all ware types | GL | 2,590 | 20,092,121 | 0.0165 | 5GL | Ecolab ET Ultra Dry | 6115172 | 0.025 | 0.002669705 | \$53,640.03 | Gallon | 4.5 Gallon | \$61.51 |
| 5 | Drying agent, liquid, maximum results, all types machines, promotes rapid sheeting on all ware types | GL | 7,284 | 56,506,182 | 0.0165 | 4-1GL | Ecolab Rinse Dry | 6110942 | 0.0165 | 0.001585547 | \$89,593.20 | Gallon | 4-1 Gallon | \$49.20 |
| 6 | Detergent, high alkaline, low temp dish machine, water conditioning, & soil suspension | GL | 120 | 150,588 | 0.102 | 5GL | Ecolab ET Ultra Klene | 6112716 | 0.086 | 0.007581438 | \$1,141.68 | Gallon | 5 Gallon | \$56.42 |
| 7 | Detergent, pot washing, manual, maximum strength, non-phosphate, Ph balanced, gentle on hands, grease cutting, soil suspension | GL | 3,616 | 7,405,568 | 0.0625 | 4-1GL | Ecolab Pantastic | 6112963 | 0.0625 | 0.004741211 | \$35,111.36 | Gallon | 4-1 Gallon | \$38.84 |
| 8 | Detergent, pot washing, manual, maximum strength, non-phosphate, Ph balanced, gentle on hands, grease cutting, soil suspension | GL | 10,370 | 21,237,760.00 | 0.0625 | 5GL | Ecolab Pantastic | 6112971 | 0.0625 | 0.004676758 | \$99,323.86 | Gallon | 5 Gallon | \$47.89 |
| 9 | Detergent, pot/pan, foaming, designed for use in agitation pot/pan wash sinks | GL | 1,150 | 1,472,000.00 | 0.1 | 5GL | Ecolab Monsoon | 6113505 | 0.1 | 0.012615625 | \$18,570.20 | Gallon | 5 Gallon | \$80.74 |
| 10 | Detergent, germicidal, multi-purpose, neutral Ph, hard water use (up to 400PPM) | GL | 85 | 21,760.00 | 0.5 | 2.5GL | Ecolab Neutral Disinfectant | 6101205 | 0.5 | 0.092875 | \$2,020.96 | Gallon | 2.5 gallon | \$59.44 |
| 11 | Detergent, solid, manual wash, scented, cuts grease | LB | 14,875 | 9,520,000.00 | 0.025 | 4-5LB | Ecolab Solitaire | 6117301 | 0.025 | 0.004782813 | \$45,532.38 | LB | 4-5 LB | \$61.22 |

| | | | | | | | | | | | | | | |
|---|--|----|---------|---------------|--------|-------|------------------------------|---------|--------|-------------|-----------------------|--------|------------|----------|
| 12 | Sanitizer, quat, no rinse, EPA registered, protects agaisnt foodborne organisms | GL | 10,758 | 5,378,750.00 | 0.256 | 2.5GL | Ecolab Oasis 146 Mutiquat | 6100536 | 0.256 | 0.028656 | \$154,133.46 | Gallon | 2.5 gallon | \$35.82 |
| 13 | Sanitizer, quat, no rinse, EPA registered, protects agaisnt foodborne organisms | GL | 405 | 202,500.00 | 0.256 | 15GL | Ecolab Oasis 146 Mutiquat | 6117718 | 0.256 | 0.028653333 | \$5,802.30 | Gallon | 15 Gallon | \$214.90 |
| 14 | Detergent, machine warewashing, liquid, heavy duty, pots/pans, hard or soft water | GL | 8,970 | 2,551,466.67 | 0.45 | 30GL | Ecolab Spearhead | 6118077 | 0.35 | 0.025473438 | \$64,994.63 | Gallon | 30 Gallon | \$279.48 |
| 15 | Solvent, lime scale remover, multi-purpose, mild scent, descaling aluminum & stainless steel | GL | 8,604 | 1,101,312.00 | 1 | 4-1GL | Ecolab Lime-A-Way | 6101131 | 1 | 0.06734375 | \$74,166.48 | Gallon | 4-1 Gallon | \$34.48 |
| 16 | Detergent, dish machine, solid, high performing, not for use on soft metals | LB | 107,484 | 68,789,760.00 | 0.025 | 4-9LB | Ecolab Solid Power XL | 6100185 | 0.025 | 0.002971354 | \$204,398.74 | LB | 4-9 lb | \$68.46 |
| 17 | Detergent, liquid, dispensed, pot/pan, super concentrated | GL | 240 | 787,692.31 | 0.039 | 2-2GL | Ecolab Scout | 6110906 | 0.039 | 0.004528418 | \$3,567.00 | Gallon | 2-2 gallon | \$59.45 |
| 18 | Drain treatment, grease eating, automatic dosing, neutralizes odor, safe for plumbing | GL | 225 | 3,840,000.00 | 0.0075 | 2.5GL | Ecolab Pathways | 6129810 | 0.0075 | 0.002947734 | \$11,319.30 | Gallon | 2.5 gallon | \$125.77 |
| 19 | Rinse agent, fast drying,spot free, film free, formulated for plasticware | QT | 1,470 | 8,552,727.27 | 0.022 | 2-5QT | Ecolab Fast Drying Rinse Add | 6100118 | 0.022 | 0.011843563 | \$101,294.76 | Quart | 2-5 quart | \$172.27 |
| Estimated Annual Extended Cost of Core Products: | | | | | | | | | | | \$1,058,084.41 | | | |

| | |
|--|------------|
| Table B. Non - Core Products | |
| Non-Core Item % Discount off Calalog List Price | 35% |
| NON-CORE ITEM PRICING: Non-Core Items are those items within a lot that are not contained in the Core Item list. They are limited to those items that can be used for general warewashing purposes and dilution control systems and which require dilution prior to use. Non-Core Item pricing shall be based upon the Offeror's proposed price list. | |
| Enter below the name and date of the Non-Core Price List you are proposing. | |
| Ecolab INST Commonwealth of PA Non-Core Price List 2/17/2022 | |

Event Summary - Dilution Control Chemicals for Warewashing and Dilution Control Systems and Chemicals for General CI

| | | | |
|----------------------|------------------------|------------------------|------------------|
| Type | Request for Proposal | Number | 6100053671 |
| Stage Title | - | Organization | CommonwealthPA |
| Currency | US Dollar | Event Status | Under Evaluation |
| Work Group | CPC | Exported on | 10/17/2022 |
| Exported by | Cheryl Kleeman-Deimler | Estimated Value | 4,500,000.00 USD |
| Payment Terms | - | | |

Bid and Evaluation

| | | | |
|-------------------------|----------|--------------------------------|----|
| Respond by Proxy | Disallow | Use Panel Questionnaire | No |
| Sealed Bid | Yes | Auto Score | No |
| | | Cost Analysis | No |
| Alternate Items | No | | |

Visibility and Communication

Visible to Public Yes


Enter a short description for this public event

Dilution Control Chemicals for Warewashing and Dilution Control Systems and Chemicals for General Cleaning

Commodity Codes

None Added

Event Dates

| | |
|----------------------|---|
| Time Zone | EDT/EST - Eastern Standard Time (US/Eastern) |
| Released | - |
| Open | 1/5/2022 4:00 PM EST |
| Close | 2/18/2022 1:00 PM EST |
| Sealed Until | 2/18/2022 1:00 PM |
| |  Show Sealed Bid Open Date to Supplier |
| Q&A Close | 2/8/2022 12:00 PM EST |

Description

1. **Purpose.** This request for proposals (RFP) provides information to enable potential Offerors to prepare and submit proposals for the Commonwealth of Pennsylvania's consideration.

2. **Determination to use Competitive Sealed Proposal Method.** As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.

3. **Issuing Office.** The Department of General Services (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Contact listed above, who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.

4. **Project Description.** This RFP is comprised of two (2) lots as described below. Offerors may submit proposals for all Lots or an individual Lot. Offerors must submit a separate and complete proposal (technical and cost submittals) for each Lot which it intends to propose an offer and indicate the respective Lot(s) in their proposal.

The Department of General Services is requesting proposals from Offerors which have the ability and expertise to provide Dilution Control Chemicals for Warewashing and Dilution Control Systems and Chemicals for General Cleaning to the Commonwealth.

5. **Type of Contract.** If the Issuing Office enters into a contract as a result of this RFP, it will be a **Fixed Price** contract and will contain the **Contract Terms and Conditions** attached to this RFP in the **Buyer Attachments** section.

6. **Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

7. **Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

8. **Questions & Answers.** Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

9. **Addenda to the RFP.** Any revisions to this RFP will be made electronically within this site.

10. Response Date. To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

11. Proposal Submission: To be considered, Offerors must submit a complete response to this RFP by the due date and time, from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

12. Proposal Format: To be considered, the proposal must respond to all proposal requirements. Each proposal consists of two submittal components: Technical and Cost. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

13. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

14. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

15. Prime Contractor Responsibilities. The selected Offeror must perform **at least 50% of the total contract value.** Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

16. Proposal Contents.

A. Confidential Information. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such

information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure **requirements** under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

17. Best and Final Offers (BAFO). The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers” in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than **75 %** of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror’s Technical Submittal.

18. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

19. Term of Contract. The term of the contract will commence on the Effective Date and will end five (5) years after the effective date. The Commonwealth shall have the option to renew the Contract for five (5) additional 1-year renewal terms. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

20. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

21. Notification of Award. Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

22. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

23. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at [click here](#).

24. Attachments to the RFP. All attachments to the RFP, including those contained in the **Buyer Attachments** and **Additional Required Documentation** sections, are incorporated into and made part of the RFP.

25. Evaluation Criteria. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The following criteria will be used in evaluating each proposal:

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as **35%** of the total points. Evaluation will be based upon the following: **: Soundness of Approach, Offeror Qualifications, and Personnel Qualifications.** The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [click here](#)

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as **65%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

26. Small Business and Small Diverse Business Participation. The Issuing Office and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) identified this procurement as potentially eligible for the setting of Small Diverse Business (SDB) and/or Veteran Business Enterprise (VBE) participation goals. However, after analyzing the solicitation for subcontracting opportunities and researching available SDB and/or VBE firms to perform commercially useful functions, the Issuing Office and BDISBO have determined that the SDB and/or VBE participation opportunities for the scope of work for this procurement are deminimis. Therefore, the Issuing Office and BDISBO have declined to set SDB or VBE participation goals for this procurement. In addition, there will be no points allocated toward SDB/SB participation for this procurement.

27. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract.

An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

28. Final Ranking and Award. After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business Participation Submittal scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the

discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

Stage Description

No description available.

1 ★ **Instructions To Supplier :**

Responsibility to Review.

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

Prerequisite Content:

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

Buyer Attachments

| | | |
|--|--|---|
| 02 Appendix A 6100053671 - Terms and Conditions.docx | 02 Appendix A 6100053671 - Terms and Conditions.docx | ../Attachments/02 Appendix A 6100053671 - Terms and Conditions.docx |
| 03 Appendix B LOT 1 Technical Submittal.docx | 03 Appendix B LOT 1 Technical Submittal.docx | ../Attachments/03 Appendix B LOT 1 Technical Submittal.docx |
| 04 Appendix D LOT 1 Warewashing Machine List_12.30.21.xlsx | 04 Appendix D LOT 1 Warewashing Machine List_12.30.21.xlsx | ../Attachments/04 Appendix D LOT 1 Warewashing Machine List_12.30.21.xlsx |
| 05 Appendix E Lot 1 Service Level Agreements_12.30.21.docx | 05 Appendix E Lot 1 Service Level Agreements_12.30.21.docx | ../Attachments/05 Appendix E Lot 1 Service Level Agreements_12.30.21.docx |
| 07 Appendix F LOT 2 Technical Submittal.docx | 07 Appendix F LOT 2 Technical Submittal.docx | ../Attachments/07 Appendix F LOT 2 Technical Submittal.docx |
| 09 Appendix H LOT 2 Dilution Control Locations.12.30.21.xlsx | 09 Appendix H LOT 2 Dilution Control Locations.12.30.21.xlsx | ../Attachments/09 Appendix H LOT 2 Dilution Control Locations.12.30.21.xlsx |
| 10 Appendix I LOT 2 Service Level Agreements.12.30.21.docx | 10 Appendix I LOT 2 Service Level Agreements.12.30.21.docx | ../Attachments/10 Appendix I LOT 2 Service Level Agreements.12.30.21.docx |
| 11 BOP-1301_DomesticWorkforceUtilizationCertification_ServicesRFP.docx | 11 BOP-1301_DomesticWorkforceUtilizationCertification_ServicesRFP.docx | ../Attachments/11 BOP-1301_DomesticWorkforceUtilizationCertification_ServicesRFP.docx |
| 12 GSPUR-89 Reciprocal_Limitations_Act_Requirements.docx | 12 GSPUR-89 Reciprocal_Limitations_Act_Requirements.docx | ../Attachments/12 GSPUR-89 Reciprocal_Limitations_Act_Requirements.docx |
| 13 IranFreeProcurementCertificationForm.pdf | 13 IranFreeProcurementCertificationForm.pdf | ../Attachments/13 IranFreeProcurementCertificationForm.pdf |
| 14 TradeSecret_ConfidentialPropertyInfoNotice.pdf | 14 TradeSecret_ConfidentialPropertyInfoNotice.pdf | ../Attachments/14 TradeSecret_ConfidentialPropertyInfoNotice.pdf |
| 15 BOP-1307 LOBBYING CERTIFICATION FORM.docx | 15 BOP-1307 LOBBYING CERTIFICATION FORM.docx | ../Attachments/15 BOP-1307 LOBBYING CERTIFICATION FORM.docx |
| 16 COSTARS Program Participation Form.doc | 16 COSTARS Program Participation Form.doc | ../Attachments/16 COSTARS Program Participation Form.doc |
| 17 Solicitation Addendum 1.docx | Solicitation Addendum 1.docx | ../Attachments/Solicitation Addendum 1.docx |
| Solicitation Addendum 2.docx | Solicitation Addendum 2.docx | ../Attachments/Solicitation Addendum 2.docx |
| Addendum 2 Attachment BOP-2201 Form.docx | Addendum 2 Attachment BOP-2201 Form.docx | ../Attachments/Addendum 2 Attachment BOP-2201 Form.docx |

Questions

★ Supplier Response Is Required

RFP Questions

Group 1.1: Lot 1 Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★
File Upload
- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file. ★
File Upload
- 1.1.3 I have read and fully understand the attached Performance Standards. ★
Yes/No

Group 1.2: Lot 2 Technical Questions

- 1.2.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★
File Upload
- 1.2.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file. ★
File Upload
- 1.2.3 I have read and fully understand the attached Service Level Agreements. ★
Yes/No

Group 1.3: Lot 1 Cost

- 1.3.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★
File Upload
Appendix C Lot 1 Cost Submittal - ../Attachments/QuestionAttachments/04 Appendix C Lot 1 Cost
- 1.3.2 Please upload documentation to validate your proposed dilution rates in your Cost Submittal. ★
File Upload

Group 1.4: Lot 2 Cost

- 1.4.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★
File Upload
Appendix G Lot 2 Cost Submittal - ../Attachments/QuestionAttachments/08 Appendix G LOT 2 Cost
- 1.4.2 Please upload documentation to validate your proposed dilution rates in your Cost Submittal. ★
File Upload

Additional Required Documentation

Group 2.1: Standard Forms

- 2.1.1 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★
File Upload
Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc
- 2.1.2 Please download and complete the attached Reciprocal Limitations Act form. ★
File Upload
Reciprocal Limitations Act - ../Attachments/QuestionAttachments/GSPUR-89
- 2.1.3 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★

File Upload

Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf

- 2.1.4 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★

File Upload

Trade Secret/Confidential Proprietary Information Notice - ../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf

- 2.1.5 Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

File Upload

- 2.1.6 Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★

File Upload

Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.docx

- 2.1.7 Please download, complete and upload the COSTARS Program Election to Participate Form only applicable if the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP. ★

File Upload

COSTARS Program Election to Participate Form - ../Attachments/QuestionAttachments/COSTARS Program Election to Participate Form.doc

Group 2.2: Terms and Conditions

- 2.2.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★

Yes/No

Group 2.3: Offeror's Representation

- 2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★

Yes/No

Offerors Representations and Authorizations - ../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

- 2.3.2 By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities). ★

Yes/No

Q&A Board

| Subject = Lot 1 - Warewash Chemical Dilutions (STATE CHEMICAL MFG.) | Public Thread |
|---|--|
| <p>Q: Will the dilutions rates listed by vendors on "04 Appendix C Lot 1 Cost Submittal" be verified for all bidders against there current catalog/technical pages and labels?</p> <p>A: All proposals submitted will be evaluated to determine responsiveness and responsibility and the Offeror's ability to comply with the requirements of the RFP.</p> | <p>[REDACTED]</p> <p>1/31/2022 3:45 PM EST</p> <p>Answered by: Cheryl Kleeman-Deimler 2/3/2022 8:52 AM EST</p> |
| Subject = Lot 1 - Equipment (STATE CHEMICAL MFG.) | Public Thread |
| <p>Q: Good morning, can you confirm that Lot 1 Warewash "Equipment" refers to the dishwash machines? Thank You</p> <p>A: Dispensing equipment is defined as all equipment, components, and accessories necessary to dispense warewashing chemicals, including materials needed to install the equipment. This definition does not include the warewashing/dishmachines. See Appendix B, Lot 1, Section I-4, Subsections A1 b, c, d, e, f. and g, for additional details relative to equipment requirements and installation requirements.</p> | <p>[REDACTED]</p> <p>1/31/2022 11:20 AM EST</p> <p>Answered by: Cheryl Kleeman-Deimler 2/3/2022 8:52 AM EST</p> |
| Subject = 03 Appendix B, Lot 1, Section I-4, Subsection A1 (STATE CHEMICAL MFG.) | Public Thread |
| <p>Q: Good morning, This section states "Dispensing Equipment. The selected Offeror shall furnish, install, and maintain all Dispensing Equipment to be used by the Commonwealth for the Contract resulting from this RFP. The cost of all equipment proposed shall be included within the cost of the Warewashing Chemicals in Appendix C". Please define dispensing equipment. Is this the warewash/dishmachines themselves? Also, if the current supplier is not awarded this bid lot, will the current supplier be responsible for removing there own equipment? Or will the new supplier have to remove them to install their equipment?</p> <p>A: Dispensing equipment is defined as all equipment, components, and accessories necessary to dispense warewashing chemicals, including materials needed to install the equipment. This definition does not include the warewashing/dishmachines. See Appendix B, Lot 1, Section I-4, Subsections A1 b, c, d, e, f. and g, for additional details relative to equipment requirements and installation requirements. Existing equipment shall be removed in accordance with the requirements identified in Contract 4400012531, Removal of Equipment.</p> | <p>[REDACTED]</p> <p>1/26/2022 8:36 AM EST</p> <p>Answered by: Cheryl Kleeman-Deimler 2/3/2022 8:53 AM EST</p> |
| Subject = 08 Appendix G LOT 2 Cost Submittal (ECOLAB INC) | Public Thread |
| <p>Q: Please confirm which item No.'s in Lot 2 Dilution Control Chemicals require Green Seal GS-37 certification or confirmation product bid meets GS-37 standards.</p> <p>A: See Appendix F, Lot 2 Technical Submittal, Section I-4., subsection A.2.a for clarification, it reads "All General/All/Multi-Purpose Cleaner, Bathroom Cleaner, and Glass Cleaner proposed must be Green Seal GS-37 certified or meet Green Seal GS-37 standards. Please reference the green seal web site: www.green seal.org."</p> | <p>[REDACTED]</p> <p>1/13/2022 6:24 PM EST</p> <p>Answered by: Cheryl Kleeman-Deimler 1/24/2022 10:18 AM EST</p> |
| Subject = Lot 1 - Dish machines (STATE CHEMICAL MFG.) | Public Thread |
| <p>Q: Good afternoon, are the current dish machines owned or leased. If machines are owned and a new machine is needed, does the Commonwealth purchase them outright?</p> | <p>[REDACTED]</p> <p>1/11/2022 2:41 PM EST</p> |

A: As per Appendix B, Lot 1 Technical Submittal, Section I-4, Subsection A.1. and A.1.a, equipment ownership is defined.

Answered by: James Huffine

1/12/2022 10:30 AM EST

Subject = Due Date Extension (ECOLAB INC)

Public Thread

Q: Would the Commonwealth consider an extension on the due date for this solicitation, making responses due 03/04/2022? Access to the office, as well as access to legal and other internal teams required to respond to this RFP continue to be very challenging during the work from home requirements resulting from the surging Omicron COVID-19 variant.

[REDACTED]

1/10/2022 1:56 PM EST

A: DGS agrees to extend the proposal due date an additional two (2) weeks to 2/18/21, to allow additional time for proposers to respond. The Question & Answer submission close date has been adjusted as well. Refer to Jaggaer for the official new due date/time.

Answered by: James Huffine

1/12/2022 10:31 AM EST

Subject = Lot 1 & 2 Technical Submittal Appendixes (ECOLAB INC)

Public Thread

Q: In I-4 Requirements, Section B General , Subsection 2 Cost/Prices, A and B of both technical submittal appendixes are conflicting terms. Will any contract resulting from this RFP be a "Firm, Fixed Pricing" or allow for annual adjustments based on the terms outlined in B Price Updates?

[REDACTED]

1/10/2022 10:49 AM EST

I-4 Req, B, Subsection 2 A& B.JPG - ../Attachments/QABoardAttachments/I-4 Req B Subsection 2 A& B.JPG

A: In I-4 Requirements, Section B General , Subsection 2. Pricing is firm and fixed for the first year. However annual price adjustments are allowed.

Answered by: James Huffine

1/12/2022 10:32 AM EST

Subject = Scoring Formula Links (ECOLAB INC)

Public Thread

Q: Links to scoring formulas included in the Description of the sourcing event for both the Technical & Cost Evaluation Criteria lead dead webpages. Can the links be updated or can The Commonwealth provide the formulas that will be used for evaluation?

[REDACTED]

1/10/2022 10:29 AM EST

A: The hyperlinks have been corrected.

Answered by: Cheryl Kleeman-Deimler

1/11/2022 1:57 PM EST

Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A.** All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B.** The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C.** The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the RFP.
- D.** The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E.** The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F.** To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G.** To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H.** The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

- I.** The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J.** Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K.** Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.
- L.** The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<https://www.gsa.gov/Forms/TrackForm/33144>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: _____

TITLE: _____ DATE: _____

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at _____ [address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____ %) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: _____

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

I. REQUIREMENTS

- A.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

| | STATE | PREFERENCE |
|-----|--------------|--|
| 1. | Alaska | 7% (applies only to timber, lumber, and manufactured lumber products originating in the state) |
| 2. | Arizona | 5% (construction materials produced or manufactured in the state only) |
| 3. | Hawaii | 10% |
| 4. | Illinois | 10% for coal only |
| 5. | Iowa | 5% for coal only |
| 6. | Louisiana | 4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products |
| 7. | Montana | 5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials |
| 8. | New Mexico | 5% |
| 9. | New York | 3% for purchase of food only |
| 10. | Oklahoma | 5% |
| 11. | Virginia | 4% for coal only |
| 12. | Washington | 5% (fuels mined or produced in the state only) |
| 13. | Wyoming | 5% |

- B.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

| | STATE | PREFERENCE |
|----|--------------|-------------------|
| 1. | Hawaii | 15% |
| 2. | Idaho | 10% |
| 3. | Louisiana | 3% |
| 4. | Montana | 8% |
| 5. | New Mexico | 5% |
| 6. | Wyoming | 10% |

- C.** The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state or exclude bidders from states that exclude nonresident bidders. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

| STATE | PREFERENCE |
|-------------------|---|
| 1. Alaska | 5% (supplies only) |
| 2. Arizona | 5% (construction materials from Arizona resident dealers only) |
| 3. California | 5% (for supply contracts only in excess of \$100,000.00) |
| 4. Connecticut | 10% (for supplies only) |
| 5. Montana | 3% |
| 6. New Mexico | 5% (for supplies only) |
| 7. South Carolina | 2% (under \$2,500,000.00) 1% (over \$2,500,000.00) |
| | This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000. |
| 8. West Virginia | 2.5% (for the construction, repair or improvement of any buildings) |
| 9. Wyoming | 5% |

| STATE | PROHIBITION |
|---------------|--|
| 1. New Jersey | For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses. |

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

| STATE | PROHIBITION |
|-----------------|---|
| 1. Alabama | Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . ./and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/ |
| 2. Georgia | Forest products only |
| 3. Indiana | Coal |
| 4. Michigan | Printing |
| 5. New Mexico | Construction |
| 6. Ohio | Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General. |
| 7. Rhode Island | Only for food for state institutions. |

*If the bid discloses that the bidder is offering to supply one of the above-listed products that is manufactured, mined, or grown in the listed state, it shall be rejected. Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C_above). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

| ITEM NUMBER | NAME OF MANUFACTURER | STATE (OR FOREIGN COUNTRY) OF MANUFACTURE |
|-------------|----------------------|---|
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IV. BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address: _____

- B.** In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:
- 1.** Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: _____
 - 2. a.** If the bidder is a corporation:
 - (1)** The corporation is or is not incorporated under the laws of the Commonwealth of Pennsylvania.
 - (a)** If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: _____
 - (b)** If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: _____
 - (2)** The corporation is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: _____
 - b.** If the bidder is a partnership:
 - (1)** The partnership is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____
 - (2)** The partnership is or is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: _____
 - c.** If the bidder is an individual:

He or she is or is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

| | |
|--|----------------------|
| <i>Vendor Name/Financial Institution (Printed)</i> | |
| <i>By (Authorized Signature)</i> | |
| <i>Printed Name and Title of Person Signing</i> | <i>Date Executed</i> |

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

| | |
|--|----------------------|
| <i>Vendor Name/Financial Institution (Printed)</i> | |
| <i>By (Authorized Signature)</i> | |
| <i>Printed Name and Title of Person Signing</i> | <i>Date Executed</i> |

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, [65 P.S. §§ 67.101—67.3104](#), or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: (*Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26).*)

- No information has been included that I believe is exempt from public disclosure.**
- Information has been included that I believe is exempt from public disclosure.**

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

| <u>Page Number</u> | <u>Description</u> | <u>Explanation</u> |
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Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500, or \$500 for a Department of General Services Self-Certified Small Business, or \$166 for a Department of General Services-verified Small Diverse Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, you must submit a copy of your active Small Business Contracting Program certificate with your bid response.

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title



SOLICITATION ADDENDUM

Date: **1/12/2022**
Subject: **Addendum to Extend the Event Close date from 2/4/22 to 2/18/2022**
Solicitation Number: **6100053671**
Due Date/Time: **2/18/22**
Addendum Number: **1**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

- 1. The solicitation end date was extended from 2/4/22 to 2/18/22. The Q&A end date was extended from 1/25/22 to 2/8/22.*
- 2. The hyperlinks in the description of the sourcing event for both the Technical and Cost Evaluation Criteria have been corrected.*

Type of Solicitation: Electronic Bid (JAGGAER) - Review your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: James (Ben) Huffine
Title: Issuing Officer
Phone: 717-346-3847
Email: jahuffine@pa.gov



SOLICITATION ADDENDUM

Date: **2/08/2022**
Subject: **Addition of BOP-2201 (EO 2021-06) Worker Protection Form**
Solicitation Number: **6100053671**
Due Date/Time: **2/18/22**
Addendum Number: **2**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

1. This solicitation is being amended to include the addition of BOP-2201 (EO2021-06) Worker Protection Form (attached). This form must be completed and submitted as part of your proposal in JAGGAER. Failure to submit the completed form may result in rejection of your proposal.

Type of Solicitation: Electronic Bid (JAGGAER) - Review your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: James (Ben) Huffine
Title: Issuing Officer
Phone: 717-346-3847
Email: jahuffine@pa.gov



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

| | |
|---|-------------|
| | |
| <i>Signature</i> | <i>Date</i> |
| | |
| <i>Name (Printed)</i> | |
| | |
| <i>Title of Certifying Official (Printed)</i> | |
| | |
| <i>Contractor/Grantee Name (Printed)</i> | |

**APPENDIX A
CONTRACT TERMS AND CONDITIONS**

1. CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006). The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions.

2. CONTRACT-002.1d Term of Contract – Contract (May 2012). The initial term of the Contract shall be 05 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

3. CONTRACT-002.2a Renewal of Contract Term (Nov 30 2006). The Contract may be renewed for a maximum of 5 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

4. CONTRACT-002.2f Renewal of Contract Term; Adjusted Prices – Index Based (Oct 2013). Refer to Technical Submittal(s) I-4.B.2.b. Price Updates.

5. CONTRACT-002.3 Extension of Contract Term (Nov 30 2006). The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

6. CONTRACT-003.1b Signatures – Contract (July 2015). The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

7. CONTRACT-004.1a Definitions (Oct 2013). As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

8. CONTRACT-005.1a Purchase Orders (July 2015). Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

- a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

9. CONTRACT-006.1 Independent Prime Contractor (Oct 2006). In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

10. CONTRACT-007.01a Supplies Delivery (Nov 30 2006). All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

11. CONTRACT-007.02 Estimated Quantities (Nov 30 2006). It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

12. CONTRACT-008.1a Warranty (Oct 2006). The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

13. CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013). The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either:

- a. the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or
- b. any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the

Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

14. CONTRACT-009.1d Ownership Rights (Oct 2006). The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

15. CONTRACT-010.1a Acceptance (Oct 2006). No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

16. CONTRACT-010.2 Product Conformance (March 2012). The Commonwealth reserves the right to require any and all Contractors to:

- a. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- b. Supply published manufacturer product documentation.
- c. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- d. Complete a survey/questionnaire relating to the bid requirements and specifications.
- e. Provide customer references.
- f. Provide a product demonstration at a location near Harrisburg or the using agency location.

17. CONTRACT-010.3 Rejected Material Not Considered Abandoned (Oct 2013). The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

18. CONTRACT-011.1a Compliance With Law (Oct 2006). The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

19. CONTRACT-013.1 Environmental Provisions (Oct 2006). In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

20. CONTRACT-014.1 Post-Consumer Recycled Content (June 2016). Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection

Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

21. **CONTRACT-014.3 Recycled Content Enforcement (Feb 2009).** The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.
22. **CONTRACT-015.1 Compensation (Oct 2006).** The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.
23. **CONTRACT-015.2 Billing Requirements (July 2021).** Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:
 - Vendor name and "Remit to" address, including SAP Vendor number;
 - SAP Purchase Order number;
 - Delivery Address, including name of Commonwealth agency;
 - Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
 - Quantity provided;
 - Unit price;
 - Price extension;
 - Total price; and
 - Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

24. CONTRACT-016.1 Payment (Oct 2006).

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

25. CONTRACT-016.2 Payment – Electronic Funds Transfer (February 2014)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

26. CONTRACT-017.1 Taxes (Dec 5 2006). The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

27. CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006). The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

28. CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006).

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

29. CONTRACT-020.1 Audit Provisions (Oct 2006). The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

30. CONTRACT-021.1 Default (Oct 2013)

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;

- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

31. CONTRACT-022.1 Force Majeure (Oct 2006). Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably

request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

32. CONTRACT-023.1a Termination Provisions (Oct 2013). The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

33. CONTRACT-024.1 Contract Controversies (Oct 2011)

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

34. CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.

- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

35. CONTRACT-026.1 Other Contractors (Oct 2006). The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

36. CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018). The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual

harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

- f. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- g. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- h. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- i. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- j. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

37. CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015). It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- a. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - 1) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - 2) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - 3) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - 4) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - 5) "Financial Interest" means either:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - 6) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but

not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

- 7) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

b. In furtherance of this policy, Contractor agrees to the following:

- 1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- 2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- 3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- 4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- 5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c) had any business license or professional license suspended or revoked;
 - d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- 6) Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply

with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

- 7) When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- 8) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that is has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 9) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- 10) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

38. CONTRACT-029.1 Contractor Responsibility Provisions (July 2021). For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are

suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

39. CONTRACT-030.1 Americans with Disabilities Act (July 2021). For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

- a. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- b. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

40. CONTRACT-031.1 Hazardous Substances (April 2017). The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 34 Pa. Code Section 301.1 - 323.6.

- a. Labeling. The Contractor shall ensure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Subparagraphs (1) through (4):
 - 1) Hazardous substances:
 - a) The chemical name or common name,
 - b) A hazard warning, and
 - c) The name, address, and telephone number of the manufacturer.
 - 2) Hazardous mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - c) The chemical or common name of hazardous substances consisting of 1.0% or more of the mixture,
 - d) A hazard warning, and
 - e) The name, address, and telephone number of the manufacturer.
 - 3) Single chemicals:
 - a) The chemical name or the common name,
 - b) A hazard warning, if appropriate, and

- c) The name, address, and telephone number of the manufacturer.
- 4) Chemical Mixtures:
- a) The common name, but if none exists, then the trade name,
 - b) A hazard warning, if appropriate,
 - c) The name, address, and telephone number of the manufacturer, and
 - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture. A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container. The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- b. **Material Safety Data Sheet.** The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

41. CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006). The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

42. CONTRACT-033.1 Applicable Law (Oct 2006). This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

43. CONTRACT-034.1a Integration – RFP (Dec 12 2006). This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

44. CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006). In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

45. CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011). The terms and conditions of this Contract shall be

the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

46. CONTRACT-035.1a Changes (Oct 2006). The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

47. CONTRACT-037.1a Confidentiality (Oct 2013)

- a. The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.
- b. Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
 - 1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - 2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
 - 3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - 4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - 5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

- c. The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- 1) Prepare an un-redacted version of the appropriate document, and
- 2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- 3) Prepare a signed written statement that states:
 - a) the attached document contains confidential or proprietary information or trade secrets;
 - b) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - c) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- 4) Submit the two documents along with the signed written statement to the Commonwealth.

48. CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016). The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

49. CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006). If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

50. CONTRACT-051.1 Notice (Dec 2006). Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

51. CONTRACT-052.1 Right to Know Law (Feb 2010)

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
 - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the

Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

- f.** If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g.** The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h.** The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i.** The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

TECHNICAL SUBMITTAL APPENDIX B LOT 1 DILUTION CONTROL SYSTEMS AND CHEMICALS FOR WAREWASHING

I-1. Qualifications.

- A. Company Overview.** Offerors shall describe and list their experience in in the installation, servicing, and maintaining of Warewashing Chemicals and Dispensing Equipment, including implementation and ongoing facilitation of end-user support to governmental entities and/or businesses of similar size and scope as that of the Commonwealth of Pennsylvania (“Commonwealth”).

Offeror Response

- B. Prior Experience.** Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Projects referred to must be identified and the name of the customer, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. Offeror shall demonstrate in narrative form that they possess a minimum of five (5) years of prior experience(s) providing installation, servicing, and maintaining of Warewashing Chemicals and Dispensing Equipment in the non-profit, commercial, or government market.

Offeror shall also include a listing of all their contracts, similar in size and scope of the services requested in this RFP, within the last five (5) years and include the following:

1. Name of contracting parties;
2. Description of service;
3. Term of contract; and
4. Contract value.

Offeror Response

- C. Contract Cancellations.** Offeror shall describe and identify in their Technical Response any contract cancellations or those that were not renewed within three (3) years preceding the issuance of this RFP. Provide details on the customer’s allegations for cancelling or not renewing the contract and the Offeror’s position relevant to the allegations. The Offeror must identify the name of the customer, including the name, address, phone number and email address of the responsible official who can address questions.

Offeror Response

- D. Personnel.** Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where these personnel will be physically located during the time they are engaged in the Project. For key personnel, include the employee’s name, and through a resume or similar document, the Project personnel’s education and experience in the service, supply and maintenance of Warewashing Chemicals and equipment. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify the individual and their respective responsibilities for each position stated below:

1. **Account Manager.** The selected Offeror shall appoint a direct point of contact that shall serve the state agency in any area of concern as it relates to the chemicals, billing and accounting specified herein and ordered from the awarded contract.
2. **Customer Service Representative.** The selected Offeror must appoint a customer service representative or representatives who will be available to meet with, and/or assist contract end users on a regular basis. The customer service representative shall also be responsible for coordinating the training requirements

as listed herein. The representative must be available to respond to inquiries regarding contract products, to resolve issues regarding product received, or to address problems at locations within twenty-four (24) hours after being notified by the state agency.

3. **Equipment/Preventative Maintenance Service Representative.** The selected Offeror must appoint a trained equipment/preventative maintenance service representative that will perform testing and preventative maintenance on the dispensing systems. The representative must be available to respond to address problems at locations within twenty-four (24) hours after being notified by the state agency.
4. **Key Personnel Vacancies.** The selected Offeror must fill any key position vacancies within four (4) weeks. If a position identified as key becomes vacant, the selected Offeror must appoint and identify an individual in an acting capacity immediately until the position is filled. The Commonwealth shall approve the replacement of personnel for all key positions, acting and permanent.
5. **Removal of Personnel.** The Commonwealth retains the right to remove any of selected Offeror personnel from this project, or from performing any service under this contract.

Offeror Response

- E. **Subcontractors.** Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Primary contact name and email;
3. Address of subcontractor;
4. Description of services to be performed;
5. Number of employees by job category assigned to this project; and
6. Resumes (if appropriate and available).

Offeror Response

I-2. Training. Indicate the level of training provided to agency personnel during the implementation phase of the Contract, and ongoing training after implementation has been completed. Include agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors. All on-site training shall take place at the location that the Dispensing Equipment has been installed and on dates agreeable to the purchasing agency. The cost of all training proposed shall be included within the cost of the Warewashing Chemicals in the **Appendix C Lot 1 Cost Submittal**, located in Buyers Attachments section of this RFP, the Commonwealth shall not incur additional cost for any training required.

- A. **Implementation Training.** The selected Offeror shall provide the purchasing agency with training on the appropriate operation of any Dispensing Equipment provided under this contract.

1. **Manuals.** The selected Offeror must provide each facility with a written user/instruction manual detailing all Dispensing Equipment features and operation.
2. **On-Site Training.** By no later than ninety (90) calendar days after the effective date of the contract, the selected Offeror shall conduct a training session at each facility site purchasing products and services. At a minimum on-site implementation training shall include:

- a. **Operator Training** which details how to use the Dispensing Equipment on a day-to-day basis. This training shall cover basic user information for the Dispensing Equipment, detailing correct use and care instructions, as well as general chemical use, including proper use, handling, and storage.
- b. **Safety Training** that instructs all users how to operate the Dispensing Equipment in a safe manner. This training shall include information on the safe handling of all Warewashing Chemicals that will initially be used in the Dispensing Equipment at that specific location. This must include the proper safety precautions and procedures in handling, administering, storing, and disposing of the chemicals, and the proper safety measures for emergency situations in accordance with OSHA and EPA standards.
- c. **Train-the-Trainer Training** that provides designated Commonwealth personnel the appropriate level of expertise to train others to safely operate the Dispensing Equipment. The training provided under this section must be sufficient to enable the trainer to conduct both Operator Training and Safety Training to the requirements included above.

Offeror Response

- B. Ongoing Training.** After the selected Offeror has fully completed implementation of the Warewashing Chemicals Dispensing Equipment the selected Offeror shall provide additional training to the Commonwealth on an ongoing basis.
1. **Manuals.** The selected Offeror shall provide the Contract Manager with an electronic copy of all written user/instruction manuals detailing Dispensing Equipment features and operation for any equipment deployed under the Contract resulting from this RFP.
 2. **On-Site Training.** Each facility site purchasing products and services under the Contract resulting from this RFP may request new, additional, and/or refresher on-site training for personnel no more than twice annually. All types of training indicated above as being required for Implementation Training shall be available on an as-requested basis under this Section.
 3. **Online/Internet Based Training.** The selected Offeror shall provide Online/Internet based training on an as requested basis by the Contracting Office.
 4. **Chemical Safety Training.** Any time that a facility site purchasing products and services under the Contract resulting from this RFP purchases a new or different Warewashing Chemical the selected Offeror shall provide safety training to the facility site specific to that Warewashing Chemical. This training may be online/internet based. Training under this Section shall include safety precautions and procedures in handling, administering, storing, and disposing of the chemicals, and the proper safety measures for emergency situations in accordance with OSHA and EPA standards.

Offeror Response

I-3. Financial Capability. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

Offeror Response

I-4. Requirements. Offerors shall meet all requirements in order to be responsive to this RFP. Offeror shall describe how they will adhere to and/or accomplish the following in their Technical response:

A. Specific.

1. **Dispensing Equipment.** The selected Offeror shall furnish, install, and maintain all Dispensing Equipment to be used by the Commonwealth for the Contract resulting from this RFP. The cost of all equipment proposed shall be included within the cost of the Warewashing Chemicals in **Appendix C**

Lot 1 Cost Submittal, the Commonwealth shall not incur additional cost for any equipment under the Contract resulting from this RFP.

- a. **Ownership of the Dispensing Equipment.** All equipment shall remain the property of the supplying contractor.
- b. **Installation and Implementation.** Dispensing Equipment shall be installed in compliance with an agreed upon Implementation Plan that shall be provided in compliance with the requirements of Section I-6, Work Plan below. There shall be no additional charge for installation or removing any existing Dispensing Equipment.
- c. **Dispensing Equipment Locations.** Please see **Appendix D Lot 1 Agency Warewashing Machine List**, located in the Buyers Attachment section of this RFP for the information about the make, model, and quantity of warewashing machines at each location. The using agency must provide hot and cold water and electrical connection on or adjacent to the warewashing machines. The information provided in **Appendix D Lot 1 Agency Warewashing Machine List**, located in the Buyers Attachment section of this RFP, is provided for evaluation purposes only, it does not constitute a guarantee that these specific agency sites will utilize the Contract resulting from this RFP.
- d. **Expansion.** Offerors shall certify that they have a capacity to increase the number of locations throughout the Commonwealth.
- e. **Central Dispensing Equipment.** Central Dispensing Systems are utilized at some SCI locations. Centralized Dispensing offers the Commonwealth a sustainable program through shipping and plastic reduction, along with better monitoring of product consumption. As part of this program the vendor will ship product in a concentrated form (in 15, 30, or 55 gallon containers). The selected Offeror shall provide 5 gallon reusable containers, labeled for ready to use (RTU) product along with a spigot for dispensing the RTU product to each centralized dispensing location. The selected Offeror shall provide reusable spray bottles and labels to the centralized location, spray bottles and labels shall be replaced on an as-needed basis, but no less than twice per year.
- f. **Equipment Condition.** All equipment installed by the selected Offeror shall be equipment that is new or remanufactured equipment, or equipment that is currently installed at a Commonwealth facility that is suitable for dispensing the appropriate dilutions of the requested Warewashing Chemicals. No installation shall create a cross connection or a back siphon into the approved water supply. All installations must be made in accordance with accepted engineering practices that will ensure compliance with Federal, State, or local laws that our using agencies must meet.
- g. **Existing Equipment.** Any serviceable equipment owned by the Commonwealth or the selected Offeror that is currently installed at a Commonwealth facility and is suitable for dispensing the appropriate Warewashing Chemicals may remain in operation.

Offeror Response

2. **Warewashing Chemicals.** All Offerors shall propose all of the Warewashing Chemicals required in the **Appendix C Lot 1 Cost Submittal** or an approved equal.
 - a. **Certified Green Seal GS-33 Standards.** All Warewashing Chemicals proposed must be Green Seal GS-33 certified or meet Green Seal GS-33 standards found in Criterion 2.5.3 of GS-33. Please reference the green seal web site: www.greenseal.org.
 - b. **EPA Registration Number.** Any sanitizer and disinfectant proposed must be EPA registered. Offerors shall provide valid documentation containing the EPA registration number for each chemical. If an Offeror does not provide valid EPA registration number, the proposal may be deemed non-responsive.

- c. **PA Department of Agriculture Registration Number.** Sanitizer and disinfectant proposed must be registered with the PA Department of Agriculture. Offerors shall provide valid documentation containing the PA Department of Agriculture registration number for each chemical. If an Offeror does not provide valid documentation containing the PA Department of Agriculture registration number, the proposal may be deemed non-responsive.
 - d. **Product Information.** All Offerors shall provide product data sheets for each chemical being proposed, as it corresponds to the products required on the **Appendix C Lot 1 Cost Submittal**. The product data sheets should describe the chemicals and state the shelf life for each product.
 - e. **Safety Information.** The selected Offeror shall provide Safety Data Sheets (SDSs) (formerly MSDSs or Material Safety Data Sheets) for each hazardous chemical to downstream users to communicate information on these hazards. The SDS shall include information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical. All SDSs provided shall meet or exceed the requirements of Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)), as revised in 2012, or the most recent update of that standard.
 - f. **Addition/Deletion of Warewashing Chemicals.** The selected Offeror is responsible for notifying the Contracting Officer of discontinued Warewashing Chemicals in a timely manner.
 - g. **Replacement.** If a Warewashing Chemical is discontinued, the selected Offeror may propose an equivalent in its place for the same or a lower price. The Contracting Officer, in their sole discretion, shall determine that the proposed Warewashing Chemical is an equivalent. If the selected Offeror cannot provide an acceptable equivalent Warewashing Chemical, DGS may remove the product from the contract.
 - h. **New Warewashing Chemicals.** As facility standards are updated, there may be a need to add new Warewashing Chemicals and Dispensing Equipment to the Contract resulting from this RFP in order to accommodate the new standards or policies. These Warewashing Chemicals may be added under Section 47, Changes of the Standard Terms and Conditions. Prices for new Warewashing Chemicals shall be mutually agreed upon between the selected Offeror and the Commonwealth.
 - i. **Lifecycle Product Management.** Offerors shall describe their process for handling discontinued Warewashing Chemicals as well as their willingness to comply with the DGS process for addition/deletion of Warewashing Chemicals as stated above.
3. **Warewashing Test Kits/Consumables.** The selected Offeror shall provide each facility site purchasing products and services under the Contract resulting from this RFP with (1) one Sanitizer Test Kit and Heat Sensitive Testing Tape. The selected Offeror will replenish test chemicals, and Heat Sensitive Testing Tape on a monthly basis. Sanitizer Test Kits shall be replaced on an as-needed basis, but no less than once per year.
- a. **Sanitizer Test Kits.** Are used to test/verify sanitizer water strength/efficacy. The Sanitizer Test Kits provided to the facility site purchasing products and services under the Contract resulting from this RFP must be capable of determining the efficacy of all the Warewashing Chemicals and Dispensing Equipment used at that site.
 - b. **Heat Sensitive Testing Tape.** Is used to verify adequate level of heat sanitization in high-heat dish machines. The selected Offeror shall provide Heat Sensitive Testing Tape to facility sites purchasing products and services under the Contract resulting from this RFP that utilize high-heat dish machines for sanitizing.
4. **Stainless Steel Locking Cabinets.** Several SCI locations require secure solid stainless-steel double locking dispensers. These dispensers must be a minimum of 16-gauge stainless steel, must hold a minimum of 2 products, have all mounting holes located inside the cabinet and have two built in dispensers (one for each product). There cannot be any mesh wiring or viewable windows on this cabinet.

The cabinet should lock in the products and an additional cover that can be locked should be utilized to lock down the dispenser buttons, the buttons must also be made of stainless steel. There is no additional cost to the Commonwealth for these required dispensers.

Supplier MUST provide their specification/and or drawing of the stainless-steel locking cabinet when the bid is submitted.

The Issuing Office may request a sample of the stainless-steel locking cabinet after bids are submitted. The sample may be reviewed by the Issuing Office and Scoring Committee for conformance with these requirements. It is the discretion of the Commonwealth to deem the sample acceptable.

Offeror Response

B. General.

- 1. Policies, Procedures, and Standards.** The selected Offeror shall comply and maintain compliance with all applicable local, state, and federal regulations and laws.
 - a. Dispensing Equipment.** All installation, service, supplies and maintenance of Warewashing Chemicals and Dispensing Equipment provided by the selected Offeror must be adhered to and remain consistent with all Commonwealth policies.
 - b. Access to Correctional Facilities.** The selected Offeror shall ensure that all personnel that will require access to Department of Corrections, State Correctional Institutions (SCI) or any other qualifying facility has all required certifications and clearances including but not limited to the Department of Corrections - Prison Rape Elimination Act (PREA) clearances required by CFR - 28 Part 115. Details are available at the [Department of Corrections](#) website.
 - c. Deliveries to Correctional Facilities.** The selected Offeror or their sub-contractors who utilize regular delivery transportation will have to submit a Centralized Clearance Check Information Request through the original supplier for all drivers (regardless if delivery is inside or outside of the fence). Common carriers will not be required to render clearance requests, however, are subject to search and escort procedures. ALL CARRIERS reporting to outside warehouses must secure their vehicle (windows closed, and doors locked), sign in at warehouse and wait for further directions from Correctional staff.
- 2. Cost/Prices.** The proposal submitted by the selected Offeror will be incorporated into any resulting Contract and the Offeror will be required to provide the awarded item(s) at the prices quoted in its proposal.
 - a. Firm, Fixed Pricing.** At no point is the selected Offeror allowed to unilaterally change products or pricing.
 - b. Price Updates.** Core item pricing shall not change during the first twelve (12) months of the Contract term. After (12) months, DGS and the selected Offeror will meet to negotiate which items will be added to or removed from the Core List. The rates under the contract may be adjusted every 12 months by applying the U.S. Department of Labor's Producer Price Index ("PPI") **Soap and Other Detergent Manufacturing**, not seasonally adjusted (PCU 325611325611). **PLEASE NOTE:** The U.S. Department of Labor's stated Producer Price Index ("PPI") always runs three (3) months behind. The adjustments will be made by DGS fifteen (15) days prior to adjustment date of the contract. The base line for the first review will be using the final submitted price and the most current PPI published on the bid due date.

Annually the current index will be compared with the established base index and the multiplier will be determined by dividing the current Index by the established base Index. The multiplier will be used to increase or decrease the contract rates by the same amount. The adjustment will be based on the total quoted unit cost. The adjustment portion will then be added to or subtracted from the unit

cost depending on PPI fluctuation for the review period. If the resulting calculated price is 2% or less than the current contract price, no price adjustment will be made. Adjustments will only be made when the calculation is greater than 2%. The Commonwealth will issue a change notice identifying all official price adjustments and core list revisions. After such a change, the current Index at the time of the change will become the new base and the new contract rates will become the new base rates.

3. **Approved Equal.** Whenever an item is defined in this RFP by trade name and catalog number of a manufacturer or vendor, the term “or approved equal,” if not inserted therewith shall be implied. Any reference to a particular manufacturer’s product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a “no substitute” is requested. When a “no substitute” is requested, the Issuing Office will consider only proposals for the referenced product only. The term “approved equal” is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which is to be used equally as well as specified. An Offeror quoting on a product other than the referenced product shall: a) furnish complete identification in its proposal of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposed to furnish; and c) indicate any known specification deviations from the referenced product.
4. **New Equipment.** Unless specified in this RFP, all products offered by the Offeror must be new or remanufactured. A “new” product is one that will be used first by the Commonwealth after it is manufactured or produced. A “remanufactured” product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer’s most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this RFP, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Offerors from offering products with recycled content, provided the product is new or remanufactured.
5. **Post-Submission Descriptive Literature.** The Commonwealth may, during its evaluation of the proposed product(s), require the Offeror to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification may result in the rejection of the proposal as non-responsive.

Offeror **must acknowledge** each of the Policies, Procedures, and Standards above, and describe how each requirement shall be met.

Offeror Response

I-5. Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. At a minimum an emergency preparedness plan shall include:

- A. Describe how you anticipate such a crisis will impact your operations.
- B. Describe your emergency response, and continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 1. Employee training (describe your organization’s training plan, and how frequently your plan will be shared with employees) and;

2. Identified essential business functions and key employees (within your organization) necessary to carry them out.

C. Describe your contingency plans for:

1. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and.
2. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
3. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc. and;
4. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Offeror Response

I-6. Work Plan. Describe in narrative form your technical plan for accomplishing the work using the task descriptions set forth below as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. If more than one approach is apparent, comment on why you chose this approach.

- A. Implementation Plan.** Describe your implementation plan to meet the following requirements. Offeror(s) shall submit their proposed implementation methodology for this project. The implementation plan shall include all activities necessary for the implementation of service. The selected Offeror shall meet with the Commonwealth to review the draft implementation plan and gather any additional details required to finalize the implementation plan. A finalized implementation plan shall be submitted to the Commonwealth within ten (10) calendar days from the effective date of the contract. The implementation plan shall account for a Go Live date of no later than 120 calendar days from the effective date of the contract.

Offeror Response

- B. Dispensing Equipment.** Describe your Dispensing Equipment for all of the Warewashing Chemicals proposed and define their preventative maintenance and testing services.

Offeror Response

- C. Ordering Process.** The selected Offeror must have the ability to accept orders manually, electronically, and over the phone (via a toll-free number) through a single point of contact. The selected Offeror must notify the ordering agency within 24 hours if an item is out of stock, along with the length of the wait time for availability.

Offeror Response

- D. Delivery.** There will be a \$250.00 minimum order per facility per delivery. All orders must be delivered FOB destination at no additional cost to the Commonwealth. The selected Offeror shall abide by each facilities delivery requirements, including any special requirements as designated by each facility.

Offeror Response

- E. Order Fill/Accuracy Rate.** The selected Offeror must maintain at minimum a 95% fill rate. Fill Rate is defined as “the total number of items on an order filled completely and delivered within the delivery timeframe divided by the total number of items on an order.” The order accuracy rate shall also be maintained at 98% or greater. The order accuracy rate will be defined as the number of correct items delivered divided by the total number of items in an order. Offerors shall describe their distribution infrastructure and how it will be utilized to meet the delivery requirements of the Commonwealth.

Offeror Response

F. Returns.

1. **Correctly Ordered Items.** Any items delivered in poor condition, in excess of the amount ordered, or not included in the purchase document, may at the discretion of the Commonwealth ordering entity, be returned to the selected Offeror at the selected Offeror's expense, including any and all shipping and freight charges within 30 days. Credit for the returned goods shall be made immediately after the selected Offeror receives the returned items. There shall be no restocking fees assessed to the Commonwealth or eligible contract users, except in the event that a Commonwealth ordering entity orders incorrectly.
2. **Incorrectly Ordered Items.** Any incorrectly ordered items will be returned to the selected Offeror at the expense of the ordering entity, including any and all shipping and freight charges. For items incorrectly ordered the selected Offeror may access a restocking fee not to exceed a 5% restocking fee per item. Credit for returned goods shall be made immediately after the selected Offeror receives the returned item(s).
3. **Return Procedure.** In the event that a product is rejected at time of delivery, the selected Offeror's driver will take the product back immediately. Replacement product for that rejected product will be delivered to the ordering location within five (5) calendar days or the next delivery date not to exceed fifteen (15) calendar days. For product deemed to be unacceptable after delivery has been made, the ordering entity may contact the selected Offeror's Customer Service Representative to arrange for pickup of product(s), credit for that product(s), and replacement of that product(s).
 - a. **Requirements.** The selected Offeror will remove unacceptable product(s) from the ordering location within one week of the date of determination of unacceptable product(s) and notification given to the selected Offeror.
 - b. **Repackaging.** The Commonwealth does not have the appropriate means to repackage opened pallets or shipping containers. The selected Offeror must remove unacceptable product(s) from the ordering location as-is including items that are not palletized or returned to their original shipping containers.
 - c. **Prompt Removal.** Unacceptable product(s) left at the ordering location for more than ten (10) days will become the property of the Commonwealth to dispose of as they see fit. If invoices have been submitted, selected Offeror will issue credit(s) for the full amount of the product(s) purchased. Offerors shall describe how they will comply with the return policy required by this contract.

Offeror Response

- G. Maintenance Plan and Schedule.** There shall be at least one monthly service call at each agency location (excluding any emergency call(s) that may be needed). All maintenance and equipment repair, parts and services shall be provided at no additional cost to the Commonwealth. During the regular monthly service call, it shall be the contractor's responsibility to:
1. Inspect and properly maintain all Dispensing Equipment, whether supplied by the selected Offeror or Commonwealth owned;
 2. Repair any damage to Dispensing Equipment, that renders the equipment inoperable, unreliable, or inefficient;
 3. Replace any Dispensing Equipment that cannot be maintained or repaired;

4. Check all Dispensing Equipment in operation at the agency, including the functioning of mechanical parts, gauges, valves, and cleanliness of wash arms and rinse nozzles, and make such adjustments as are necessary. Thoroughly clean the dispensers and mechanical parts;
5. Check solutions for optimum concentration and temperature;
6. Instruct institution personnel in the proper use of Dispensing Equipment, as well as the Warewashing Chemicals used, to ensure that the highest degree of performance may be achieved on an as needed basis;
7. Render such other service as is normally provided to other customers of the contractor; and
8. Provide to the head of each facility a written service report, at the time of each call, listing the service performed and any recommendation for corrective action to be taken by the facility.

Offeror Response

I-6. Quality Control.

- A. **Meetings.** The selected Offeror will be responsible for participating in quarterly meetings with the Contracting Officer. The content, meeting location and date will be discussed and mutually agreed upon by the Commonwealth and the selected Offeror. Offerors shall describe a quarterly meeting format and suggested standard items for review.

Offeror Response

- B. **Plan.** All Offerors shall have a quality control plan with procedures to monitor their service quality, including methods for monitoring, identifying, and correcting deficiencies in service. The Offeror shall describe its procedures for monitoring the quality of services in providing the installation, supply and maintenance of Warewashing Chemicals and Equipment. Offeror shall provide their quality control plan in this **Technical Submittal (Appendix B)**.

Offeror Response

- C. **Service Levels.** The selected Offeror must meet the Service Level Agreements as described in **Appendix E Lot 1 Service Level Agreements**. If the selected Offeror fails to meet Service Level Agreements, Service Credits will be applied as outlined in **Appendix E Lot 1 Service Agreements**.

Offeror Response

- D. **Annual Review.** The selected Offeror will be responsible for conducting an annual review with the Commonwealth. The content, meeting location and date will be determined and mutually agreed upon by the Commonwealth and the selected Offeror. There will be no cost associated to the Commonwealth for this annual review. Prior to the annual review, selected Offeror will be responsible for providing a summary of the last (4) four Contract Quarterly Usage Reports to the Commonwealth.

Offeror Response

I-8. Reporting.

- A. **Ad Hoc Reporting.** The selected Offeror must be able to create ad hoc reports at the request of the Commonwealth.
- B. **Quarterly Usage Report.** The selected Offeror shall submit a Contract Quarterly Usage Report to the Department that shall include, but not be limited to, the following Data Element information listed below:
 1. Agency Name and Address

2. Agency Account Number
3. Commonwealth Material Number
4. Item Description
5. Supplier/Manufacturer Product Number (SKU)
6. Purchase Date
7. Quantity Ordered
8. Item Price
9. Total Item Cost

Offeror Response

I-9. Payment and Invoicing. Payment and invoicing information can be accessed through the [Pennsylvania Office of the Budget](#) website.

I-10. Value Added Services. The Offeror may provide any optional value-added services that are within the scope of the project. Describe in narrative form the value-added services, that will be provided at no cost to Commonwealth, that the Offeror may, at the Department's discretion, make available beyond those specifically identified in this RFP to improve the efficiency, effectiveness, or savings from management services.

Offeror Response

I-11. Contract Turnover. Upon expiration or termination of the contract, the current selected Offeror shall provide for a mutually agreed upon turnover of its services to the Commonwealth and its successor selected Offeror, as applicable. Provide a final detailed description of the turnover plan for approval by the Commonwealth within six (6) months prior to the last day of the project. Offeror shall be responsible to pay all costs related to the transfer of materials and responsibilities as a normal part of doing business with the Commonwealth. Prior to the last day of the project the selected Offeror must remove all of their Dispensing Equipment at no cost to the Commonwealth. The selected Offeror is required to coordinate all Contract Turnover efforts with the Contract Manager and comply with the requirements of the facility site for access to remove equipment.

Offeror Response

6100053671 - Appendix C Lot 1
Dilution Control Systems and Chemicals for Warewashing
Cost Submittal

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)

1. The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal. Please read the instructions carefully.
2. Offeror must quote all the products listed in the Cost Submittal Worksheet tab of this Cost Submittal. Failure to provide the necessary pricing on this Cost Submittal shall result in your proposal being rejected.
3. The sheets in this workbook are protected and can not be altered except for the "orange" fields.
4. The Commonwealth of Pennsylvania reserves the right to reject and substitute products, post award, if the product and/or product performance is deemed unacceptable.

COST SUBMITTAL OVERVIEW (Tab 2)

1. Select the Cost Submittal Overview Tab at the bottom of this page.
2. Complete the yellow highlighted cells in the top portion of the form (all contact information). NOTE: The information you supply here must match the information you provided when registering in the PA Supplier Portal.

COST SUBMITTAL WORKSHEET (Tab 3)

1. Select the Cost Submittal Worksheet Tab at the bottom of this page.
2. Table A Core Products List: Enter your FOB Delivered cost as an all-inclusive cost associated with the proposed products. The all-inclusive cost includes proposed product, the required dispensing systems, shipping,
3. Offerors must submit safety data sheets (SDS) or product description sheets for verification of product capabilities when proposing the same product for more than one line item.
The applicable SDS or product description sheet must be attached/uploaded to your proposal in JAGGAER. Failure to submit these supplemental SDS or product description sheets may result in rejection of your proposal. DGS reserves the right to request additional backup data if the documents provided are not sufficient for
4. This Cost Submittal will be evaluated based on the Total Estimated Annual Extended Cost of Core Products identified in Table A.
5. Table B Non-Core Price List: Enter the percentage off discount from price list offered for non-core items, also include the name and date of the price list you are proposing. Copies of the price list must be submitted with your proposal. In addition, copies must be provided to using agencies upon request.

**RFP 6100053671 - Appendix C Lot 1
Dilution Control Systems and Chemicals for Warewashing
Cost Submittal**

| | | | |
|--------------------------------|--|-----------------------|--------------------------|
| Offeror Company Name | | Contact Person | |
| | | | |
| Offeror Company Address | | Email Address | |
| | | | |
| | | Phone Number | |
| | | | |
| | | Vendor Number | Federal ID or SSN |
| | | | |

RFP 610053671 - Appendix C Lot 1
Dilution Control Systems and Chemicals for Warewashing
Cost Submittal

Table A. Core Products List

| No | Item Description | U O M | Current Annual Estimated Usage in UOM | Current Annual Estimated Diluted Usage in Gallons | Current Dilution Rate (ounces/ fluid ounces) per gallon | Current Pack Size UOM | Proposed Brand/Mfgr Name | Proposed Brand/Mfgr SKU | Proposed Dilution Rate (ounces/ fluid ounces) per gallon | FOB Destination Cost per Product per 1 gallon of water | Estimated Annual Extended Cost | Proposed UOM | Proposed Containers per case |
|----|--|-------------|---|---|---|--------------------------|--------------------------------|----------------------------|---|--|-----------------------------------|-----------------|------------------------------------|
| 1 | Degreaser, liquid, heavy duty, breaks down grease | GL | 3,748 | 1,370,697 | 0.35 | 2-2GL | | | | | \$0.00 | | |
| 2 | Warewashing product, concentrated, liquid, easy on hands, non-abrasive, cleans all food surfaces | GL | 1,200 | 800,000 | 0.192 | 15GL | | | | | \$0.00 | | |
| 3 | Detergent, dishmachine, solid, soft for metals, non-chlorinated, defoamed | LB | 34,016 | 10,885,120 | 0.05 | 4-8LB | | | | | \$0.00 | | |
| 4 | Drying agent, liquid, maximum results, all types machines, promotes rapid sheeting on all ware types | GL | 2,590 | 20,092,121 | 0.0165 | 5GL | | | | | \$0.00 | | |
| 5 | Drying agent, liquid, maximum results, all types machines, promotes rapid sheeting on all ware types | GL | 7,284 | 56,506,182 | 0.0165 | 4-1GL | | | | | \$0.00 | | |
| 6 | Detergent, high alkaline, low temp dish machine, water conditioning, & soil suspension | GL | 120 | 150,588 | 0.102 | 5GL | | | | | \$0.00 | | |
| 7 | Detergent, pot washing, manual, maximum strength, non-phosphate, Ph balanced, gentle on hands, grease cutting, soil suspension | GL | 3,616 | 7,405,568 | 0.0625 | 4-1GL | | | | | \$0.00 | | |
| 8 | Detergent, pot washing, manual, maximum strength, non-phosphate, Ph balanced, gentle on hands, grease cutting, soil suspension | GL | 10,370 | 21,237,760.00 | 0.0625 | 5GL | | | | | \$0.00 | | |
| 9 | Detergent, pot/pan, foaming, designed for use in agitation pot/pan wash sinks | GL | 1,150 | 1,472,000.00 | 0.1 | 5GL | | | | | \$0.00 | | |
| 10 | Detergent, germicidal, multi-purpose, neutral Ph, hard water use (up to 400PPM) | GL | 85 | 21,760.00 | 0.5 | 2.5GL | | | | | \$0.00 | | |
| 11 | Detergent, solid, manual wash, scented, cuts grease | LB | 14,875 | 9,520,000.00 | 0.025 | 4-5LB | | | | | \$0.00 | | |

| Table A. Core Products List | | | | | | | | | | | | | |
|---|--|-------------|---------------------------------------|---|---|-----------------------|--------------------------|-------------------------|--|--|--------------------------------|--------------|------------------------------|
| No | Item Description | U O M | Current Annual Estimated Usage in UOM | Current Annual Estimated Diluted Usage in Gallons | Current Dilution Rate (ounces/ fluid ounces) per gallon | Current Pack Size UOM | Proposed Brand/Mfgr Name | Proposed Brand/Mfgr SKU | Proposed Dilution Rate (ounces/ fluid ounces) per gallon | FOB Destination Cost per Product per 1 gallon of water | Estimated Annual Extended Cost | Proposed UOM | Proposed Containers per case |
| 12 | Sanitizer, quat, no rinse, EPA registered, protects agaisnt foodborne organisms | GL | 10,758 | 5,378,750.00 | 0.256 | 2.5GL | | | | | \$0.00 | | |
| 13 | Sanitizer, quat, no rinse, EPA registered, protects agaisnt foodborne organisms | GL | 405 | 202,500.00 | 0.256 | 15GL | | | | | \$0.00 | | |
| 14 | Detergent, machine warewashing, liquid, heavy duty, pots/pans, hard or soft water | GL | 8,970 | 2,551,466.67 | 0.45 | 30GL | | | | | \$0.00 | | |
| 15 | Solvent, lime scale remover, multi-purpose, mild scent, descaling aluminum & stainless steel | GL | 8,604 | 1,101,312.00 | 1 | 4-1GL | | | | | \$0.00 | | |
| 16 | Detergent, dish machine, solid, high performing, not for use on soft metals | LB | 107,484 | 68,789,760.00 | 0.025 | 4-9LB | | | | | \$0.00 | | |
| 17 | Detergent, liquid, dispensed, pot/pan, super concentrated | GL | 240 | 787,692.31 | 0.039 | 2-2GL | | | | | \$0.00 | | |
| 18 | Drain treatment, grease eating, automatic dosing, neutralizes odor, safe for plumbing | GL | 225 | 3,840,000.00 | 0.0075 | 2.5GL | | | | | \$0.00 | | |
| 19 | Rinse agent, fast drying,spot free, film free, formulated for plasticware | QT | 1,470 | 8,552,727.27 | 0.022 | 2-5QT | | | | | \$0.00 | | |
| Estimated Annual Extended Cost of Core Products: | | | | | | | | | | | \$0.00 | | |

| Table B. Non - Core Products | |
|---|--|
| Non-Core Item % Discount off Calalog List Price | |
| <p>NON-CORE ITEM PRICING: Non-Core Items are those items within a lot that are not contained in the Core Item list. They are limited to those items that can be used for general warewashing purposes and dilution control systems and which require dilution prior to use. Non-Core Item pricing shall be based upon the Offeror's proposed price list.</p> | |
| <p>Enter below the name and date of the Non-Core Price List you are proposing.</p> | |
| | |

6100053671- Appendix D Lot 1 Warewashing Machine List

Department of Corrections Western Region

| Facility | # of Machine(s) | Model | Manufacturer |
|-------------------|-----------------|---|--------------|
| Albion | 1 | FT900BD Serial # 27-1188-475 | Hobart |
| | 1 | FT900BD Serial # 27-1194-844 | Hobart |
| Cambridge Springs | 1 | FT1000S Serial # 27-1196-205 | Hobart |
| | 1 | AM15 Serial # 23-1120-670 | Hobart |
| Forest | 2 | FT900 BD | Hobart |
| Fayette | 1 | FT900 | Hobart |
| | 1 | FT900BD | Hobart |
| | 1 | STPCW-ER-22D | STERO |
| Greene | 1 | CLPS66E 85-1072480 | Hobart |
| | 1 | CL44E 85-1068001 | Hobart |
| | 1 | FT-1000 271196631 | Hobart |
| | 1 | FT-900 BD 27-1176-551 | Hobart |
| Laurel Highlands | 1 | F-900BD | Hobart |
| | 1 | C64A | Hobart |
| | 1 | AM14 | Hobart |
| Mercer | 1 | EUCCW S/N JL7123931 | Champion |
| | 1 | STPWW-ER S/N 77357-5-11 | STERO |
| Pine Grove | 1 | FT900 BD Serial # 27-1191-203 | Hobart |
| | 1 | FT900 BD Serial # 27-1181-430 | Hobart |
| Somerset | 1 | FT1000 Serial # 27-1196-354 | Hobart |
| | 1 | FT900BD Serial # 27-1168-195 | Hobart |

610053671- Appendix D Lot 1 Warewashing Machine List**Department of Corrections Central Region**

| Facility | # of Machine(s) | Model | Manufacturer |
|------------------|------------------------|-------------------------------|---------------------|
| Benner Township | 2 | FT 900-BD | Hobart |
| Camp Hill | 1 | FT 900 | Hobart |
| | 2 | CL44e | Hobart |
| Houtzdale | 2 | FT 900 | Hobart |
| Huntingdon | 2 | C44 A | Hobart |
| | 1 | FT 900 | Hobart |
| Muncy | 1 | CLIPS586EN-BAS | Hobart |
| | 1 | AM 15-2 | Hobart |
| Quehanna | 1 | FT 1000 | Hobart |
| Rockview | 2 | AM 15T | Hobart |
| | 2 | FT 900 | Hobart |
| Smithfield | 1 | FT900-BD | Hobart |
| | 1 | CL44e | Hobart |
| Training Academy | 1 | CLE44E Serial # 85-1071098 | Hobart |

6100053671- Appendix D Lot 1 Warewashing Machine List**Department of Corrections Eastern Region**

| Facility | # of Machine(s) | Model | Manufacturer |
|-----------------|------------------------|----------------|---------------------|
| Chester | 1 | EUCCW | Champion |
| | 1 | Commander 18-6 | Insinger |
| Coal Township | 1 | FT-900 BD | Hobart |
| | 1 | FT-1000 | Hobart |
| Dallas | 1 | FT 900 | Hobart |
| | 1 | AM-14 | Hobart |
| Frackville | 1 | FT-900 S | Honart |
| | 1 | AM-15 | Hobart |
| Mahanoy | 2 | FT-1000 | Hobart |
| Phoenix | 4 | Clipper RC-21 | Insinger |
| | 1 | AM-15 | Hobart |
| Retreat | 1 | FT 900-922 | Hobart |
| | 1 | C44A | Hobart |
| Waymart | 1 | FT-1000 | Hobart |
| | 3 | CL-44 E | Hobart |

6100053671- Appendix D Lot 1 Warewashing Machine List**Department of Military and Veterans' Affairs**

| Facility | # of Machine(s) | Model | Manufacturer |
|------------------------------------|------------------------|----------------|---------------------|
| DMVA Delaware Valley Veterans Home | 1 | CLPS66E | Hobart |
| DMVA Gino J Merli Veterans Home | 1 | Speeder 86-3 | Insinger |
| DMVA Southeastern Veterans Home | 1 | CL64EN | Hobart |
| | 3 | SR24H | Hobart |
| | 5 | LXEH/ML130192 | Hobart |
| DMVA Southwestern Veterans Home | 1 | 66 Pro | Champion |
| | 2 | Commander 18-6 | Insinger |
| DMVA Soldiers and Sailors Home | 1 | CRS-110A | Hobart |
| | 1 | LXEH-2 | Hobart |
| DMVA Hollidaysburg Veterans Home | 1 | C44-A | Hobart |
| | 1 | FT900BD | Hobart |

6100053671- Appendix D Lot 1 Warewashing Machine List

Department of Human Services

| Facility | # of Machine(s) | Model | Manufacturer |
|--|------------------------|--|---------------------|
| White Haven | 1 | CL64E | Hobart |
| | 1 | TRAC321-RPW | Insinger |
| Torrance State Hospital | 1 | Hobart FT1000 | Hobart |
| | 1 | Hobart FT900 | Hobart |
| Clark Summit | 1 | CRS110A | Hobart |
| | 1 | AM14 | Hobart |
| | 1 | DH5000T | Champion |
| Ebensburg Center | 7 | CL44E | Hobart |
| | 1 | CLPS86E | Hobart |
| Loysville Complex | 2 | 9000 | OAS Pro 1MB |
| Youth Forestry Camp #3 | 2 | Wash Max | Ecolab |
| North Central Secure Treatment Unit Reed Building | 1 | jGeo Center Serial #976530 UL File E19842 | Ecolab |
| Nothe Center Secure Treatment Unit Admissions Building | 1 | Geo Center Serial #076510 UL File 19842 | Ecolab |
| North Center Secure Treatment Unit Green Building | 1 | Geo Center Serial# 076506 UL File E19842 | Ecolab |
| Youth Forestry Camp#2 | 1 | Wash Max 202359 | Ecolab Vanguard |
| Warren State Hospital | 2 | TRAC 2 | Insinger |
| | 1 | CLPS86e | Hobart |
| | 1 | EV9799-11 | Hobart |
| South Mountain Secure Treatment Unit | 3 | Part #9215-1152 1 Eco Lab Solitron 1000 2 Peristalic Pumps inside dishwasher | Ecolab |
| South Mountain | 1 | CLPS76E | Hobart |
| | 1 | UWSO | Hobart |
| | 1 | Speeder 86-3 RPW | Hobart |

APPENDIX E LOT 1 SERVICE LEVEL AGREEMENTS (SLA)

To ensure that the best service is provided to the Commonwealth, several service level agreements (SLAs) have been developed to hold the Contractor accountable for their actions when service expectations are not met.

Reports detailing compliance with SLAs must be provided to the Commonwealth quarterly. The report shall include the specific data requested to demonstrate compliance for each SLA, and any service level agreement violations. The quarterly report shall include all data and documentation necessary to establish compliance or evidence of noncompliance. This quarterly report must also include the Order Credits owed by the Contractor to the Commonwealth.

The Commonwealth, in its discretion, may choose to waive an Order Credit for any SLA based on the individual circumstances of the issue or demonstration of continued compliance. Any such waiver shall be specific to the current identified infraction(s) and does not automatically waive the Commonwealth's right to receive Order Credits for future infractions.

| # | RFP AGREEMENT STANDARD | SERVICE LEVEL AGREEMENT (SLA) | ORDER CREDITS/PERFORMANCE ENTRIES |
|----|------------------------------|--|--|
| 1. | Delivery. | All orders shall be delivered within 10 working days of receipt of order. | <p>The third time, per using agency/facility, that delivery is not made within the time required by the SLA in a twelve (12) month period of time an Order Credit shall be applied.</p> <p>An Order Credit will have the equivalent value of the products ordered on the third reported infraction and shall be applied to the same Purchase Order. The max value of any one Order Credit shall be \$50.00, regardless of PO value.</p> <p>This SLA shall reset to zero instances of noncompliance, for the impacted agency/facility, upon notification to the Contractor of the SLA infraction.</p> |
| 2. | Emergency Service Calls. | All services calls shall be answered within 2 hours of receipt and service provided within 8 hours of acknowledgement of service call. | <p>The second time, per using agency/facility, that service calls are not answered, or service is not provided within the time required by the SLA an Order Credit shall be applied.</p> <p>An Order Credit will have a value of \$50.00 and shall be applied to the next purchase order issued by the impacted using agency/facility.</p> <p>This SLA shall reset to zero instances of noncompliance, for the impacted agency/facility, upon notification to the Contractor of the SLA infraction.</p> |

| # | RFP AGREEMENT STANDARD | SERVICE LEVEL AGREEMENT (SLA) | ORDER CREDITS/PERFORMANCE ENTRIES |
|----|------------------------|--|---|
| 3. | Order Fill Rate. | <p>The selected Offeror must maintain at minimum a 95% fill rate for each year of the Contract.</p> <p>* Fill Rate is defined as “the total number of items on an order filled completely and delivered within the delivery timeframe divided by the total number of items on an order.”</p> | <p>Failure to maintain the 95% fill rate shall result in a performance entry in the Commonwealth’s Contractor Responsibility Program (CRP) System. Performance entries in the CRP System could result in cancellation of the contract and could impact future awards to the selected Offeror.</p> |
| 4. | Order Accuracy Rate. | <p>The selected Offeror must maintain at minimum a 98% Order Accuracy rate for each year of the Contract.</p> <p>*Order accuracy rate will be defined as the number of correct items delivered divided by the total number of items in an order.</p> | <p>Failure to maintain the 98% accuracy rate shall result in a performance entry in the Commonwealth’s Contractor Responsibility Program (CRP) System. Performance entries in the CRP System could result in cancellation of the contract and could impact future awards to the selected Offeror.</p> |

TECHNICAL SUBMITTAL APPENDIX F LOT 2 DILUTION CONTROL SYSTEMS AND CHEMICALS FOR GENERAL CLEANING

I-1. Qualifications.

- A. Company Overview.** Offerors shall describe and list their experience in in the installation, servicing, and maintaining of Dilution Control Chemicals and Dilution Control Equipment, including implementation and ongoing facilitation of end-user support to governmental entities and/or businesses of similar size and scope as that of the Commonwealth of Pennsylvania (“Commonwealth”).

Offeror Response

- B. Prior Experience.** Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Projects referred to must be identified and the name of the customer, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. Offeror shall demonstrate in narrative form that they possess a minimum of five (5) years of prior experience(s) providing installation, servicing, and maintaining of Dilution Control Chemicals and systems in the non-profit, commercial, or government market.

Offeror shall also include a listing of all their contracts, similar in size and scope of the services requested in this RFP, within the last five (5) years and include the following:

1. Name of contracting parties;
2. Description of service;
3. Term of contract; and
4. Contract value.

Offeror Response

- C. Contract Cancellations.** Offeror shall describe and identify in their Technical Response any contract cancellations or those that were not renewed within three (3) years preceding the issuance of this RFP. Provide details on the customer’s allegations for cancelling or not renewing the contract and the Offeror’s position relevant to the allegations. The Offeror must identify the name of the customer, including the name, address, phone number and email address of the responsible official who can address questions.

Offeror Response

- D. Personnel.** Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where these personnel will be physically located during the time they are engaged in the Project. For key personnel, include the employee’s name, and through a resume or similar document, the Project personnel’s education and experience in the service, supply and maintenance of Dilution Control Chemicals and equipment. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify the individual and their respective responsibilities for each position stated below:

1. **Account Manager.** The selected Offeror shall appoint a direct point of contact that shall serve the state agency in any area of concern as it relates to the chemicals, billing and accounting specified herein and ordered from the awarded contract.
2. **Customer Service Representative.** The selected Offeror must appoint a customer service representative or representatives who will be available to meet with, and/or assist contract end users on a regular basis. The customer service representative shall also be responsible for coordinating the training requirements

as listed herein. The representative must be available to respond to inquiries regarding contract products, to resolve issues regarding product received, or to address problems at locations within twenty-four (24) hours after being notified by the state agency.

3. **Equipment/Preventative Maintenance Service Representative.** The selected Offeror must appoint a trained equipment/preventative maintenance service representative that will perform testing and preventative maintenance on the dispensing systems. The representative must be available to respond to address problems at locations within twenty-four (24) hours after being notified by the state agency.
4. **Key Personnel Vacancies.** The selected Offeror must fill any key position vacancies within four (4) weeks. If a position identified as key becomes vacant, the selected Offeror must appoint and identify an individual in an acting capacity immediately until the position is filled. The Commonwealth shall approve the replacement of personnel for all key positions, acting and permanent.
5. **Removal of Personnel.** The Commonwealth retains the right to remove any of selected Offeror personnel from this project, or from performing any service under this contract.

Offeror Response

E. Subcontractors. Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Primary contact name and email;
3. Address of subcontractor;
4. Description of services to be performed;
5. Number of employees by job category assigned to this project; and
6. Resumes (if appropriate and available).

Offeror Response

I-2. Training. Indicate the level of training provided to agency personnel during the implementation phase of the Contract, and ongoing training after implementation has been completed. Include agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors. All on-site training shall take place at the location that the Dilution Control Equipment has been installed and on dates agreeable to the purchasing agency. The cost of all training proposed shall be included within the cost of the Dilution control Chemicals in the **Appendix G Lot 2 Cost Submittal, located in Buyers Attachments section of this RFP**, the Commonwealth shall not incur additional cost for any training required.

A. Implementation Training. The selected Offeror shall provide the purchasing agency with training on the appropriate operation of any Dilution Control Equipment provided under this contract.

1. **Manuals.** The selected Offeror must provide each facility with a written user/instruction manual detailing all Dilution Control Equipment features and operation.
2. **On-Site Training.** By no later than ninety (90) calendar days after the effective date of the contract, the selected Offeror shall conduct a training session at each facility site purchasing products and services. At a minimum on-site implementation training shall include:

- a. **Operator Training** which details how to use the Dilution Control Equipment on a day-to-day basis. This training shall cover basic user information for the Dilution Control Equipment, detailing correct use and care instructions, as well as general chemical use, including proper use, handling, and storage.
- b. **Safety Training** that instructs all users how to operate the Dilution Control Equipment in a safe manner. This training shall include information on the safe handling of all Dilution Control Chemicals that will initially be part of the Dilution Control System at that specific location. This must include the proper safety precautions and procedures in handling, administering, storing, and disposing of the chemicals, and the proper safety measures for emergency situations in accordance with OSHA and EPA standards.
- c. **Train-the-Trainer Training** that provides designated Commonwealth personnel the appropriate level of expertise to train others to safely operate the Dilution Control Equipment. The training provided under this section must be sufficient to enable the trainer to conduct both Operator Training and Safety Training to the requirements included above.

Offeror Response

- B. Ongoing Training.** After the selected Offeror has fully completed implementation of the Dilution Control Equipment the selected Offeror shall provide additional training to the Commonwealth on an ongoing basis.
1. **Manuals.** The selected Offeror shall provide the Contract Manager with an electronic copy of all written user/instruction manuals detailing Dilution Control Equipment features and operation for any equipment deployed under the Contract resulting from this RFP.
 2. **On-Site Training.** Each facility site purchasing products and services under the Contract resulting from this RFP may request new, additional, and/or refresher on-site training for personnel no more than twice annually. All types of training indicated above as being required for Implementation Training shall be available on an as-requested basis under this Section.
 3. **Online/Internet Based Training.** The selected Offeror shall provide Online/Internet based training on an as requested basis by the Contracting Office.
 4. **Chemical Safety Training.** Any time that a facility site purchasing products and services under the Contract resulting from this RFP purchases a new or different Dilution Control Chemical the selected Offeror shall provide safety training to the facility site specific to that Dilution Control Chemical. This training may be online/internet based. Training under this Section shall include safety precautions and procedures in handling, administering, storing, and disposing of the chemicals, and the proper safety measures for emergency situations in accordance with OSHA and EPA standards.

Offeror Response

I-3. Financial Capability. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

Offeror Response

I-4. Requirements. Offerors shall meet all requirements in order to be responsive to this RFP. Offeror shall describe how they will adhere to and/or accomplish the following in their Technical response:

A. Specific.

1. **Dilution Control Equipment.** The selected Offeror shall furnish, install, and maintain all Dilution Control Equipment to be used by the Commonwealth the Contract resulting from this RFP. The cost of all equipment proposed shall be included within the cost of the Dilution Control Chemicals in the

Appendix G Lot 2 Cost Submittal, the Commonwealth shall not incur additional cost for any equipment under the Contract resulting from this RFP.

- a. **Ownership of the Dilution Control Equipment.** All equipment shall remain the property of the supplying contractor.
- b. **Installation and Implementation.** Dilution Control Equipment shall be installed in compliance with an agreed upon Implementation Plan that shall be provided in compliance with the requirements of Section I-6, Work Plan below. There shall be no additional charge for installation or removing any existing Dilution Control Equipment.
- c. **Equipment Locations.** Please see **Appendix H Lot 2 Dilution Control Systems Locations, Estimated Usage Tab**, for locations and the estimated number of Dilution Control Systems required. The information provided in **Appendix H Lot 2 Dilution Control Systems Locations, Estimated Usage Tab** is an estimate based upon historical usage and anticipated spend this information is provided for evaluation purposes only, it does not constitute a guarantee that these specific agency sites will utilize the Contract resulting from this RFP.
- d. **Expansion.** Offerors shall certify that they have a capacity to increase the number of locations throughout the Commonwealth to at a minimum all locations provided in **Appendix H Lot 2 Dilution Control Systems Locations, Historical Usage Tab**.
- e. **Equipment Condition.** All equipment installed by the selected Offeror shall be equipment that is new or remanufactured equipment, or equipment that is currently installed at a Commonwealth facility that is suitable for dispensing the appropriate dilutions of the requested Dilution Control Chemicals. No installation shall create a cross connection or a back siphon into the approved water supply. All installations must be made in accordance with accepted engineering practices that will ensure compliance with Federal, State, or local laws that our using agencies must meet.
- f. **Existing Equipment.** Any serviceable equipment owned by the Commonwealth or the selected Offeror that is currently installed at a Commonwealth facility and is suitable for dispensing the appropriate dilutions of the requested Dilution Control Chemicals may remain in operation.

Offeror Response

2. **Dilution Control Chemicals.** All Offerors shall propose all of the Dilution Control Chemicals required in **Appendix G Lot 2 Cost Submittal** or an approved equal.
 - a. **Certified Green Seal GS-37 Standards.** All General/All/Multi-Purpose Cleaner, Bathroom Cleaner, and Glass Cleaner proposed must be Green Seal GS-37 certified or meet Green Seal GS-37 standards. Please reference the green seal web site: www.greenaseal.org.
 - b. **EPA Registration Number.** Any sanitizer and disinfectant proposed must be EPA registered. Offerors shall provide valid documentation containing the EPA registration number for each chemical. If an Offeror does not provide valid EPA registration number, the proposal may be deemed non-responsive.
 - c. **PA Department of Agriculture Registration Number.** Sanitizer and disinfectant proposed must be registered with the PA Department of Agriculture. Offerors shall provide valid documentation containing the PA Department of Agriculture registration number for each chemical. If an Offeror does not provide valid documentation containing the PA Department of Agriculture registration number, the proposal may be deemed non-responsive.
 - d. **Product Information.** All Offerors shall provide product data sheets for each chemical being proposed, as it corresponds to the products required on **Appendix G Lot 2 Cost Submittal**. The product data sheets should describe the chemicals and state the shelf life for each product.

- e. **Safety Information.** The selected Offeror shall provide Safety Data Sheets (SDSs) (formerly MSDSs or Material Safety Data Sheets) for each hazardous chemical to downstream users to communicate information on these hazards. The SDS shall include information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical. All SDSs provided shall meet or exceed the requirements of Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)), as revised in 2012, or the most recent update of that standard.
- f. **Addition/Deletion of Dilution Control Chemicals.** The selected Offeror is responsible for notifying the Contracting Officer of discontinued Dilution Control Chemicals in a timely manner.
- g. **Replacement.** If a Dilution Control Chemical is discontinued, the selected Offeror may propose an equivalent in its place for the same or a lower price. The Contracting Officer, in their sole discretion, shall determine that the proposed Dilution Control Chemical is an equivalent. If the selected Offeror cannot provide an acceptable equivalent Dilution Control Chemical, DGS may remove the product from the contract.
- h. **New Dilution Control Chemicals.** As facility standards are updated, there may be a need to add new Dilution Control Chemicals and Dilution Control Equipment to the Contract resulting from this RFP in order to accommodate the new standards or policies. These Dilution Control Chemicals may be added under Section 47, Changes of the Standard Terms and Conditions. Prices for new Dilution Control Chemicals shall be mutually agreed upon between the selected Offeror and the Commonwealth.
- i. **Lifecycle Product Management.** Offerors shall describe their process for handling discontinued Dilution Control Chemicals as well as their willingness to comply with the DGS process for addition/deletion of Dilution Control Chemicals as stated above.

Offeror Response

B. General.

- 1. **Policies, Procedures and Standards.** The selected Offeror shall comply and maintain compliance with all applicable local, state, and federal regulations and laws.
 - a. **Dilution Control Equipment.** All installation, service, supplies and maintenance of Dilution Control Chemicals and Equipment provided by the selected Offeror must be adhered to and remain consistent with all Commonwealth policies.
 - b. **Access to Correctional Facilities.** The selected Offeror shall ensure that all personnel that will require access to Department of Corrections, State Correctional Institutions (SCI) or any other qualifying facility has all required certifications and clearances including but not limited to the Department of Corrections - Rape Elimination Act (PREA) clearances required by CFR - 28 Part 115. Details are available at the [Department of Corrections](#) website.
 - c. **Deliveries to Correctional Facilities.** The selected Offeror or their sub-contractors who utilize regular delivery transportation will have to submit a Centralized Clearance Check Information Request through the original supplier for all drivers (regardless if delivery is inside or outside of the fence). Common carriers will not be required to render clearance requests, however, are subject to search and escort procedures. ALL CARRIERS reporting to outside warehouses must secure their vehicle (windows closed and doors locked), sign in at warehouse and wait for further directions from Correctional staff.
- 2. **Cost/Prices.** The proposal submitted by the selected Offeror will be incorporated into any resulting Contract and the Offeror will be required to provide the awarded item(s) at the prices quoted in its proposal.

- a. **Firm, Fixed Pricing.** At no point is the selected Offeror allowed to unilaterally change products or pricing.
- b. **Price Updates.** Core item pricing shall not change during the first twelve (12) months of the Contract term. After (12) months, DGS and the selected Offeror will meet to negotiate which items will be added to or removed from the Core List. The rates under the contract may be adjusted every 12 months by applying the U.S. Department of Labor's Producer Price Index ("PPI") **Soap and Other Detergent Manufacturing**, not seasonally adjusted (PCU 325611325611). **PLEASE NOTE:** The U.S. Department of Labor's stated Producer Price Index ("PPI") always runs three (3) months behind. The adjustments will be made by DGS fifteen (15) days prior to adjustment date of the contract. The base line for the first review will be using the final submitted price and the most current PPI published on the bid due date.

Annually the current index will be compared with the established base index and the multiplier will be determined by dividing the current Index by the established base Index. The multiplier will be used to increase or decrease the contract rates by the same amount. The adjustment will be based on the total quoted unit cost. The adjustment portion will then be added to or subtracted from the unit cost depending on PPI fluctuation for the review period. If the resulting calculated price is 2% or less than the current contract price, no price adjustment will be made. Adjustments will only be made when the calculation is greater than 2%. The Commonwealth will issue a change notice identifying all official price adjustments and core list revisions. After such a change, the current Index at the time of the change will become the new base and the new contract rates will become the new base rates.

3. **Approved Equal.** Whenever an item is defined in this RFP by trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a "no substitute" is requested. When a "no substitute" is requested, the Issuing Office will consider only proposals for the referenced product only. The term "approved equal" is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which is to be used equally as well as specified. An Offeror quoting on a product other than the referenced product shall: a) furnish complete identification in its proposal of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposed to furnish; and c) indicate any known specification deviations from the referenced product.
4. **New Equipment.** Unless specified in this RFP, all products offered by the Offeror must be new or remanufactured. A "new" product is one that will be used first by the Commonwealth after it is manufactured or produced. A "remanufactured" product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this RFP, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Offerors from offering products with recycled content, provided the product is new or remanufactured.
5. **Post-Submission Descriptive Literature.** The Commonwealth may, during its evaluation of the proposed product(s), require the Offeror to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification may result in the rejection of the proposal as non-responsive.

Offeror **must acknowledge** each of the Policies, Procedures, and Standards above, and describe how each requirement shall be met.

Offeror Response

I-5. Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. At a minimum an emergency preparedness plan shall include:

- A. Describe how you anticipate such a crisis will impact your operations.
- B. Describe your emergency response, and continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - 1. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees) and;
 - 2. Identified essential business functions and key employees (within your organization) necessary to carry them out.
- C. Describe your contingency plans for:
 - 1. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and.
 - 2. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - 3. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc. and;
 - 4. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Offeror Response

I-6. Work Plan. Describe in narrative form your technical plan for accomplishing the work using the task descriptions set forth below as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. If more than one approach is apparent, comment on why you chose this approach.

- A. **Implementation Plan.** Describe your implementation plan to meet the following requirements. Offeror(s) shall submit their proposed implementation methodology for this project. The implementation plan shall include all activities necessary for the implementation of service. The selected Offeror shall meet with the Commonwealth to review the draft implementation plan and gather any additional details required to finalize the implementation plan. A finalized implementation plan shall be submitted to the Commonwealth within ten (10) calendar days from the effective date of the contract. The implementation plan shall account for a Go Live date of no later than 90 calendar days from the effective date of the contract.

Offeror Response

- B. **Dilution Control Equipment.** Describe your Dilution Control Equipment for all of the Dilution Control Chemicals proposed and define their preventative maintenance and testing services.

Offeror Response

- C. **Ordering Process.** The selected Offeror must have the ability to accept orders manually, electronically, and over the phone (via a toll-free number) through a single point of contact. The selected Offeror must notify

the ordering agency within 24 hours if an item is out of stock, along with the length of the wait time for availability.

Offeror Response

- D. Delivery.** There will be a \$250.00 minimum order per facility per delivery. All orders must be delivered FOB destination at no additional cost to the Commonwealth. The selected Offeror shall abide by each facilities delivery requirements, including any special requirements as designated by each facility.

Offeror Response

- E. Order Fill/Accuracy Rate.** The selected Offeror must maintain at minimum a 95% fill rate. Fill Rate is defined as “the total number of items on an order filled completely and delivered within the delivery timeframe divided by the total number of items on an order.” The order accuracy rate shall also be maintained at 98% or greater. The order accuracy rate will be defined as the number of correct items delivered divided by the total number of items in an order. Offerors shall describe their distribution infrastructure and how it will be utilized to meet the delivery requirements of the Commonwealth.

Offeror Response

F. Returns.

- 1. Correctly Ordered Items.** Any items delivered in poor condition, in excess of the amount ordered, or not included in the purchase document, may at the discretion of the Commonwealth ordering entity, be returned to the selected Offeror at the selected Offeror’s expense, including any and all shipping and freight charges within 30 days. Credit for the returned goods shall be made immediately after the selected Offeror receives the returned items. There shall be no restocking fees assessed to the Commonwealth or eligible contract users, except in the event that a Commonwealth ordering entity orders incorrectly.
- 2. Incorrectly Ordered Items.** Any incorrectly ordered items will be returned to the selected Offeror at the expense of the ordering entity, including any and all shipping and freight charges. For items incorrectly ordered the selected Offeror may access a restocking fee not to exceed a 5% restocking fee per item. Credit for returned goods shall be made immediately after the selected Offeror receives the returned item(s).
- 3. Return Procedure.** In the event that a product is rejected at time of delivery, the selected Offeror’s driver will take the product back immediately. Replacement product for that rejected product will be delivered to the ordering location within five (5) calendar days or the next delivery date not to exceed fifteen (15) calendar days. For product deemed to be unacceptable after delivery has been made, the ordering entity may contact the selected Offeror’s Customer Service Representative to arrange for pickup of product(s), credit for that product(s), and replacement of that product(s).
 - a. Requirements.** The selected Offeror will remove unacceptable product(s) from the ordering location within one week of the date of determination of unacceptable product(s) and notification given to the selected Offeror.
 - b. Repackaging.** The Commonwealth does not have the appropriate means to repackage opened pallets or shipping containers. The selected Offeror must remove unacceptable product(s) from the ordering location as-is including items that are not palletized or returned to their original shipping containers.
 - c. Prompt Removal.** Unacceptable product(s) left at the ordering location for more than ten (10) days will become the property of the Commonwealth to dispose of as they see fit. If invoices have been submitted, selected Offeror will issue credit(s) for the full amount of the product(s) purchased. Offerors shall describe how they will comply with the return policy required by this contract.

Offeror Response

G. Maintenance Plan and Schedule. There shall be at least one monthly service call at each agency location (excluding any emergency call(s) that may be needed). All maintenance and equipment repair, parts and services shall be provided at no additional cost to the Commonwealth. During the regular monthly service call, it shall be the contractor's responsibility to:

1. Inspect and properly maintain all Dilution Control Equipment, whether supplied by the selected Offeror or Commonwealth owned;
2. Repair any damage to Dilution Control Equipment, that renders the equipment inoperable, unreliable, or inefficient;
3. Replace any Dilution Control Equipment that cannot be maintained or repaired;
4. Check all Dilution Control Chemicals in operation at the agency, including the functioning of mechanical parts, gauges, valves, and cleanliness of wash arms and rinse nozzles, and make such adjustments as are necessary. Thoroughly clean the dispensers and mechanical parts;
5. Check solutions for optimum concentration and temperature;
6. Instruct institution personnel in the proper use of Dilution Control Equipment, as well as the Dilution Control Chemicals used, to ensure that the highest degree of performance may be achieved on an as needed basis;
7. Render such other service as is normally provided to other customers of the contractor; and
8. Provide to the head of each facility a written service report, at the time of each call, listing the service performed and any recommendation for corrective action to be taken by the facility.

Offeror Response

I-6. Quality Control.

A. Meetings. The selected Offeror will be responsible for participating in quarterly meetings with the Contracting Officer. The content, meeting location and date will be discussed and mutually agreed upon by the Commonwealth and the selected Offeror. Offerors shall describe a quarterly meeting format and suggested standard items for review.

Offeror Response

B. Plan. All Offerors shall have a quality control plan with procedures to monitor their service quality, including methods for monitoring, identifying, and correcting deficiencies in service. The Offeror shall describe its procedures for monitoring the quality of services in providing the installation, supply and maintenance of Dilution Control Chemicals and Equipment. Offeror shall provide their quality control plan in this **Technical Submittal**.

Offeror Response

C. Service Levels. The selected Offeror must meet the Service Level Agreements as described in **Appendix I Lot 2 Service Level Agreements**. If the selected Offeror fails to meet Service Level Agreements, Service Credits will be applied as outlined in **Appendix I Lot 2 Service Level Agreements**.

Offeror Response

D. Annual Review. The selected Offeror will be responsible for conducting an annual review with the Commonwealth. The content, meeting location and date will be determined and mutually agreed upon by the

Commonwealth and the selected Offeror. There will be no cost associated to the Commonwealth for this annual review. Prior to the annual review, selected Offeror will be responsible for providing a summary of the last (4) four Contract Quarterly Usage Reports to the Commonwealth.

Offeror Response

I-8. Reporting.

- A. Ad Hoc Reporting.** The selected Offeror must be able to create ad hoc reports at the request of the Commonwealth.
- B. Quarterly Usage Report.** The selected Offeror shall submit a Contract Quarterly Usage Report to the Department that shall include, but not be limited to, the following Data Element information listed below:
 - 1. Agency Name and Address
 - 2. Agency Account Number
 - 3. Commonwealth Material Number
 - 4. Item Description
 - 5. Supplier/Manufacturer Product Number (SKU)
 - 6. Purchase Date
 - 7. Quantity Ordered
 - 8. Item Price
 - 9. Total Item Cost

Offeror Response

I-9. Payment and Invoicing. Payment and invoicing information can be accessed through the [Pennsylvania Office of the Budget](#) website.

I-10. Value Added Services. The Offeror may provide any optional value-added services that are within the scope of the project. Describe in narrative form the value-added services, that will be provided at no cost to Commonwealth, that the Offeror may, at the Department's discretion, make available beyond those specifically identified in this RFP to improve the efficiency, effectiveness, or savings from management services.

Offeror Response

I-11. Contract Turnover. Upon expiration or termination of the contract, the current selected Offeror shall provide for a mutually agreed upon turnover of its services to the Commonwealth and its successor selected Offeror, as applicable. Provide a final detailed description of the turnover plan for approval by the Commonwealth within six (6) months prior to the last day of the project. Offeror shall be responsible to pay all costs related to the transfer of materials and responsibilities as a normal part of doing business with the Commonwealth. Prior to the last day of the project the selected Offeror must remove all of their Dilution Control Equipment at no cost to the Commonwealth. The selected Offeror is required to coordinate all Contract Turnover efforts with the Contract Manager and comply with the requirements of the facility site for access to remove equipment.

Offeror Response

RFP 6100053671 - Appendix G Lot 2
Dilution Control Systems and Chemicals for General Cleaning
Cost Submittal

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)

1. The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal. Please read the instructions carefully.
2. Offeror must quote all the products listed in the Cost Submittal Worksheet tab of this Cost Submittal. Failure to provide the necessary pricing on this Cost Submittal shall result in your proposal being rejected.
3. The sheets in this workbook are protected and can not be altered except for the "orange" fields.
4. The Commonwealth of Pennsylvania reserves the right to reject and substitute products, post award, if the product and/or product performance is deemed unacceptable.

COST SUBMITTAL OVERVIEW (Tab 2)

1. Select the Cost Submittal Overview Tab at the bottom of this page.
2. Complete the yellow highlighted cells in the top portion of the form (all contact information). NOTE: The information you supply here must match the information you provided when registering in the PA Supplier Portal.

COST SUBMITTAL WORKSHEET (Tab 3)

1. Select the Cost Submittal Worksheet Tab at the bottom of this page.
2. Table A Core Products List: Enter your FOB Delivered cost as an all-inclusive cost associated with the
3. Offerors must submit safety data sheets (SDS) or product description sheets for verification of product
4. This Cost Submittal will be evaluated based on the Total Estimated Annual Extended Cost of Core Products identified in Table A.
5. Table B Non-Core Price List: Enter the percentage off discount from price list offered for non-core items, also include the name and date of the price list you are proposing. Copies of the price list must be submitted with your proposal. In addition, copies must be provided to using agencies upon request.

RFP 6100053671 - Appendix G Lot 2
Dilution Control Systems and Chemicals for General Cleaning
Cost Submittal

| | | |
|--------------------------------|-----------------------|--------------------------|
| Offeror Comany Name | Contact Person | |
| | | |
| Offeror Company Address | Email Address | |
| | | |
| | Phone Number | |
| | | |
| | Vendor Number | Federal ID or SSN |
| | | |

RFP 6100053671 - Appendix G Lot 2
Dilution Control Systems and Chemicals for General Cleaning
Cost Submittal

Table A. Core Products List

| No | Item Description | U O M | Current Annual Estimated Usage in UOM | Current Annual Estimated Diluted Usage in Gallons | Current Dilution Rate (ounces/ fluid ounces) per gallon | Current Pack Size UOM | Proposed Brand/Mfgr Name | Proposed Brand/Mfgr SKU | Proposed Dilution Rate (ounces/ fluid ounces) per gallon | FOB Destination Cost per Product per 1 gallon of water | Estimated Annual Extended Cost | Proposed UOM | Proposed Containers per case |
|----|---|-------------|---|---|---|--------------------------|-----------------------------|----------------------------|---|---|-----------------------------------|-----------------|------------------------------------|
| 1 | Cleaner, Degreaser, Deodorizer, All-Purpose | GL | 620 | 39,680 | 2 | 4x1 GL | | | | | \$0.00 | | |
| 2 | Cleaner, Floor, Enzmye, Green Certified | GL | 1,796 | 57,472 | 4 | 4x1 GL | | | | | \$0.00 | | |
| 3 | Cleaner, All Purpose, No-Rinse, Green Certified | GL | 144 | 18,432 | 1 | 4x1 GL | | | | | \$0.00 | | |
| 4 | Cleaner, Bathroom and Bowl, Disinfectant, Green Certified | GL | 900 | 19,200 | 6 | 4x1 GL | | | | | \$0.00 | | |
| 5 | Disinfectant, Cleaner, Neutral | GL | 4,208 | 269,312 | 2 | 4x1 GL | | | | | \$0.00 | | |
| 6 | Cleaner, Floor, Neutral, Green Certified | GL | 1,884 | 188,400 | 1.28 | 4x1 GL | | | | | \$0.00 | | |
| 7 | Cleaner , Sanitizer, Quaternary Based | GL | 148 | 37,888 | 0.5 | 4x1 GL | | | | | \$0.00 | | |
| 8 | Cleaner, Glass, Green Certified | GL | 172 | 5,504 | 4 | 4-1 GL | | | | | \$0.00 | | |
| 9 | Cleaner, Degreaser, Neutral pH, Green Certified | GL | 340 | 10,880 | 4 | 4x1 GL | | | | | \$0.00 | | |
| 10 | Cleaner, Degreaser, Deodorizer, Drain | GL | 424 | 13,568 | 4 | 4x1 GL | | | | | \$0.00 | | |
| 11 | Degreaser, Heavy-Duty, Multi-Surface | GL | 1,103 | 70,592 | 2 | 4x1 GL | | | | | \$0.00 | | |

| | | | | | | | | | | | | | |
|----|---|----|-----|--------|-----|--------|--|--|--|--|--------|--|--|
| 12 | Eliminator, Smoke, Air Freshener | GL | 480 | 61,440 | 1 | 4x1 GL | | | | | \$0.00 | | |
| 12 | Stripper, Floor, low odor | GL | 5 | 53 | 12 | 5GL | | | | | \$0.00 | | |
| 13 | Eliminator, Odor, Mounted, Spray | GL | 76 | 1,216 | 8 | 4x1 GL | | | | | \$0.00 | | |
| 14 | Disinfectant, Neutral, Quaternary Formula | GL | 648 | 41,472 | 2 | 4x1 GL | | | | | \$0.00 | | |
| 16 | Cleaner, Floor, Deodorizer, Fragranced, Neutral | GL | 152 | 38,912 | 0.5 | 4x1 GL | | | | | \$0.00 | | |

Estimated Annual Extended Cost of Core Products: \$0.00

Table B. Non - Core Products

Non-Core Item % Discount off Catalog List Price.

NON-CORE ITEM PRICING: Non-Core Items are those items within a lot that are not contained in the Core Item list, They are limited to those items that can be used for general warewashing purposes and dilution control systems and which require dilution prior to use. Non-Core Item pricing shall be based upon the Offeror's proposed price list.

Enter below the name and date of the Non-Core Price List you are proposing.

6100053671 Appendix G Lot 2 Dilution Control Systems Locations
Estimated Usage

| Facility | City | Zip | 1 Product Dispenser (Conventional) | 1 Product Manual Dispenser | 1 Product Portable Dispenser | 2 Product Dispenser (Conventional) | 3 Product Dispenser (Conventional) | 3 Product Dispenser (Prison safe) | 4+ Product Dispenser (Conventional) | Grand Total | Agency |
|-------------------------------------|----------------|------------|--|----------------------------------|------------------------------------|--|--|---|---|----------------|--------------|
| BUREAU OF STATE PARKS | PORTERSVILLE | 16051-2031 | | | | | | | 5 | 5 | DCNR |
| CHAPMAN STATE PARK | CLARENDON | 16313-2830 | 8 | | | 2 | | | 2 | 12 | DCNR |
| DCNR BUREAU OF FORESTRY | CLARION | 16214 | | | | | | | 2 | 2 | DCNR |
| OHIOPYLE STATE PARK | OHIOPYLE | 15470 | | | | | | | 2 | 2 | DCNR |
| PRESQUE ISLE STATE PARK | ERIE | 16505-2042 | 2 | | | | 5 | | 3 | 10 | DCNR |
| YELLOW CREEK STATE PARK | PENN RUN | 15765-5941 | | | | | | | 6 | 6 | DCNR |
| DGS DEPARTMENT OF GENERAL SERVICES | HARRISBURG | 17120 | | | | | | | 4 | 4 | DGS |
| DGS PROPERTY ADMIN STOREROOM | HARRISBURG | 17125 | 44 | | | -4 | 1 | | 209 | 250 | DGS |
| DHS DANVILLE STATE HOSPITAL | DANVILLE | 17821-8630 | | | | | | | 2 | 2 | DHS |
| DPW CLARKS SUMMIT STATE HOSPITAL | CLARKS SUMMIT | 18411 | 4 | | | 28 | 23 | 1 | 40 | 96 | DHS |
| DPW HAMBURG CENTER | HAMBURG | 19526 | 2 | 28 | | 40 | | | 6 | 76 | DHS |
| DPW LOYSVILLE YOUTH DEVELOPMENT | LOYSVILLE | 17047-9754 | | | | | 8 | | 56 | 64 | DHS |
| DPW POLK CENTER WAREHOUSE | POLK | 16342 | 4 | | | 7 | 68 | | 74 | 153 | DHS |
| DPW SOUTH MOUNTAIN RESTORATION | SOUTH MOUNTAIN | 17261 | 40 | | | | 34 | | 34 | 108 | DHS |
| DPW THE EBENSBURG CENTER | EBENSBURG | 15931 | 8 | | | 14 | 31 | | 29 | 82 | DHS |
| DPW TORRANCE STATE HOSPITAL | TORRANCE | 15779-0111 | 19 | | | | | | 103 | 122 | DHS |
| DPW YOUTH FORESTRY CAMP #3 | JAMES CREEK | 16657-7102 | 1 | | | | 2 | | 11 | 14 | DHS |
| WERNERSVILLE STATE HOSPITAL | WERNERSVILLE | 19565-0300 | | 1 | | | | | 1 | 2 | DHS |
| DEPT. OF MILITARY & VETERAN AFFAIRS | ANNVILLE | 17003 | | | | | | | 16 | 16 | DMVA |
| DMVA DELAWARE VALLEY VETERANS | PHILADELPHIA | 19154 | | | | | 4 | | 17 | 21 | DMVA |
| DMVA GINO J MERLI VETERANS CENTER | SCRANTON | 18503 | | | | | | | 30 | 30 | DMVA |
| DMVA PENN SOLDIERS & SAILORS HOME | ERIE | 16507-1753 | | | | | | | 23 | 23 | DMVA |
| DMVA SOUTHEASTERN VETERANS CENTER | SPRING CITY | 19475-1241 | | 9 | | 12 | 2 | | 54 | 77 | DMVA |
| DMVA SOUTHWESTERN VETERANS CENTER | PITTSBURGH | 15206-1259 | 2 | | | 28 | | | 2 | 32 | DMVA |
| ERIE VA MEDICAL CTR | ERIE | 16504-1559 | | | | | | | 4 | 4 | DMVA |
| PA DEPT OF MILITARY & VETERAN AFFAI | ANNVILLE | 17003 | 130 | | | 6 | | | 146 | 282 | DMVA |
| CLEARFIELD PENN DOT | CLEARFIELD | 16830 | 2 | | | | | | 12 | 14 | PENNDOT |
| PA DOT- FORT PITT GARAGE | PITTSBURGH | 15220 | 8 | | | | | | 9 | 17 | PENNDOT |
| PENNDOT DISTRICT 11 | PITTSBURGH | 15238-3000 | | | 1 | | | | 2 | 3 | PENNDOT |
| PA STATE POLICE ACADEMY | HERSHEY | 17033-9528 | | | | | | | 30 | 30 | STATE POLICE |
| PENNSYLVANIA STATE POLICE | BETHLEHEM | 18017-2106 | | | | | | | 4 | 4 | STATE POLICE |
| PENNSYLVANIA STATE POLICE | HARRISBURG | 17110-9718 | | | | | | | 8 | 8 | STATE POLICE |
| PA TURNPIKE COMMISSION | EVERETT | 15537 | | | | | | | 8 | 8 | TURNPIKE |
| FARM SHOW COMPLEX | HARRISBURG | 17110 | 1 | | | 2 | | | 13 | 16 | Agriculture |
| SCRANTON STATE BUILDING | SCRANTON | 18503-1904 | | | | | | | 8 | 8 | |

APPENDIX I LOT 2
SERVICE LEVEL AGREEMENTS (SLA)

To ensure that the best service is provided to the Commonwealth, several service level agreements (SLAs) have been developed to hold the Contractor accountable for their actions when service expectations are not met.

Reports detailing compliance with SLAs must be provided to the Commonwealth quarterly. The report shall include the specific data requested to demonstrate compliance for each SLA, and any service level agreement violations. The quarterly report shall include all data and documentation necessary to establish compliance or evidence of noncompliance. This quarterly report must also include the Order Credits owed by the Contractor to the Commonwealth.

The Commonwealth, in its discretion, may choose to waive an Order Credit for any SLA based on the individual circumstances of the issue or demonstration of continued compliance. Any such waiver shall be specific to the current identified infraction(s) and does not automatically waive the Commonwealth's right to receive Order Credits for future infractions.

| # | RFP AGREEMENT STANDARD | SERVICE LEVEL AGREEMENT (SLA) | ORDER CREDITS/PERFORMANCE ENTRIES |
|----|------------------------------|--|--|
| 1. | Delivery. | All orders shall be delivered within 10 working days of receipt of order. | <p>The third time, per using agency/facility, that delivery is not made within the time required by the SLA in a twelve (12) month period of time an Order Credit shall be applied.</p> <p>An Order Credit will have the equivalent value of the products ordered on the third reported infraction and shall be applied to the same Purchase Order. The max value of any one Order Credit shall be \$50.00, regardless of PO value.</p> <p>This SLA shall reset to zero instances of noncompliance, for the impacted agency/facility, upon notification to the Contractor of the SLA infraction.</p> |
| 2. | Emergency Service Calls. | All services calls shall be answered within 2 hours of receipt and service provided within 8 hours of acknowledgement of service call. | <p>The second time, per using agency/facility, that service calls are not answered, or service is not provided within the time required by the SLA an Order Credit shall be applied.</p> <p>An Order Credit will have a value of \$50.00 and shall be applied to the next purchase order issued by the impacted using agency/facility.</p> <p>This SLA shall reset to zero instances of noncompliance, for the impacted agency/facility, upon notification to the Contractor of the SLA infraction.</p> |

| # | RFP AGREEMENT STANDARD | SERVICE LEVEL AGREEMENT (SLA) | ORDER CREDITS/PERFORMANCE ENTRIES |
|----|---------------------------------------|--|---|
| 3. | Order Fill Rate. | <p>The selected Offeror must maintain at minimum a 95% fill rate for each year of the Contract.</p> <p>* Fill Rate is defined as “the total number of items on an order filled completely and delivered within the delivery timeframe divided by the total number of items on an order.”</p> | <p>Failure to maintain the 95% fill rate shall result in a performance entry in the Commonwealth’s Contractor Responsibility Program (CRP) System. Performance entries in the CRP System could result in cancellation of the contract and could impact future awards to the selected Offeror.</p> |
| 4. | Order Accuracy Rate. | <p>The selected Offeror must maintain at minimum a 98% Order Accuracy rate for each year of the Contract.</p> <p>*Order accuracy rate will be defined as the number of correct items delivered divided by the total number of items in an order.</p> | <p>Failure to maintain the 98% accuracy rate shall result in a performance entry in the Commonwealth’s Contractor Responsibility Program (CRP) System. Performance entries in the CRP System could result in cancellation of the contract and could impact future awards to the selected Offeror.</p> |

From: Sheehan, Heather <Heather.Sheehan2@ecolab.com>
Sent: Tuesday, November 29, 2022 11:14 AM
To: Flickinger, Marie <mariflicki@pa.gov>
Subject: RE: [External] RE: CRITICAL ECOLAB EMAIL

On the new non core discount we can do 35%. Let me know if there is any additional information needed. Thanks for all your help working through this.

From: Flickinger, Marie <mariflicki@pa.gov>
Sent: Wednesday, November 23, 2022 4:39 PM
To: Sheehan, Heather <Heather.Sheehan2@ecolab.com>
Subject: RE: [External] RE: CRITICAL ECOLAB EMAIL

Caution: This email message originated from outside of the organization. **DO NOT CLICK** on links or open attachments unless you recognize the sender and know the content is safe. If you think it is suspicious, please **report as suspicious**.

Can you provide the new non-core discount? We will need that for the revised contract.

Thanks!

Marie Flickinger | Operational & Facilities | Commodity Specialist
General Services | Procurement
555 Walnut Street, Forum Place 6th Fl | Harrisburg, PA 17101-1914
Phone: 717.346.2674 | www.dgs.pa.gov

At DGS, our mission is to help government operate more efficiently, effectively, and safely; delivering exceptional value for all Pennsylvanians.

From: Sheehan, Heather <Heather.Sheehan2@ecolab.com>
Sent: Wednesday, November 23, 2022 1:39 PM
To: Flickinger, Marie <mariflicki@pa.gov>

Cc: Pallanti, Albert <albert.pallanti@ecolab.com>; Kleeman-Deimler, Cheryl <ckleemande@pa.gov>; Zuniga, Benjamin <benjamin.zuniga@ecolab.com>
Subject: Re: [External] RE: CRITICAL ECOLAB EMAIL

Marie,

We agree to a semi annual PPI adjustment based on the calculation method outlined. We will also increase our discount to the non core items.

Thank you for your partnership on this!

Heather Sheehan
Ecolab -AVP Government Sales
8432639520 heather.sheehan2@ecolab.com

On Nov 23, 2022, at 1:17 PM, Flickinger, Marie <mariflicki@pa.gov> wrote:

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Good afternoon, Heather.

Please confirm that Ecolab agrees to move forward with the semi-annual PPI price adjustment using the calculation method outlined below and are willing to increase the non-core product discount. As previously mentioned, Commonwealth policy requires that we achieve a mutual benefit when negotiating changes such as this.

If so, we will provide a revised contract document for signature. Please note, this document will need to spell out how we plan to process the price adjustments so there will be no future discussions/negotiations regarding the weighted average.

Please let me know if you have any additional questions.

Thank you.

Marie Flickinger | Operational & Facilities | Commodity Specialist
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Phone: 717.346.2674 | www.dgs.pa.gov

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From: Sheehan, Heather <Heather.Sheehan2@ecolab.com>

Sent: Tuesday, November 22, 2022 4:26 PM
To: Flickinger, Marie <mariflicki@pa.gov>; Pallanti, Albert <albert.pallanti@ecolab.com>
Cc: Kleeman-Deimler, Cheryl <ckleemante@pa.gov>; Zuniga, Benjamin <benjamin.zuniga@ecolab.com>
Subject: RE: [External] RE: CRITICAL ECOLAB EMAIL

Thanks for this clarification, we would like to move forward with the modification, we can address the weighted as we get closer. Hope you have a great Thanksgiving!

From: Flickinger, Marie <mariflicki@pa.gov>
Sent: Tuesday, November 22, 2022 4:19 PM
To: Sheehan, Heather <Heather.Sheehan2@ecolab.com>; Pallanti, Albert <Albert.Pallanti@ecolab.com>
Cc: Kleeman-Deimler, Cheryl <ckleemante@pa.gov>
Subject: RE: [External] RE: CRITICAL ECOLAB EMAIL

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Heather,
I apologize for the delay. Cheryl and I had a meeting scheduled for 4:00 today and thought we'd discuss this at that time.

Below is an example of the calculation we used. We used the month the RFP proposal was due as our baseline.

Example:
Submitted proposal price \$20.00 per unit
PPI at time proposal was submitted is 175.0
PPI at first adjustment is 180.0
Calculation:
 $180.0/175.0 = 2.9\%$
 $2.9\% \times \$20.00 = \$.58$
 $\$20.00 + \$.58 = \$20.58$
The \$20.58 is the new price and the new base line.

Our preference is to not use a weighted average but if you want to provide some examples, we will consider it. Which items are you seeing higher impacts on?

Let us know if you have any additional questions.

Thank you.

Marie Flickinger | Operational & Facilities | Commodity Specialist
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Phone: 717.346.2674 | www.dgs.pa.gov

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From: Sheehan, Heather <Heather.Sheehan2@ecolab.com>

Sent: Tuesday, November 22, 2022 12:27 PM

To: Flickinger, Marie <mariflicki@pa.gov>; Pallanti, Albert <albert.pallanti@ecolab.com>

Cc: Kleeman-Deimler, Cheryl <ckleemande@pa.gov>

Subject: [External] RE: CRITICAL ECOLAB EMAIL

***ATTENTION:** This email message is from an external sender. Do not open links or attachments from unknown senders. To report suspicious email, use the [Report Phishing button in Outlook](#).*

Hey Marie,

Just left you a voicemail, but wondered if you were able to answer the below?

1. Can you give us the formula you use when looking at the PPI data. What will the baseline be?
2. Are we able to use a weighted average on the increase formulation. As we look at our SKU's. Some of the products are seeing higher impacts than others.

From: Sheehan, Heather

Sent: Monday, November 21, 2022 2:05 PM

To: Flickinger, Marie <mariflicki@pa.gov>; Pallanti, Albert <Albert.Pallanti@ecolab.com>

Cc: Kleeman-Deimler, Cheryl <ckleemande@pa.gov>

Subject: RE: CRITICAL ECOLAB EMAIL

Marie,

A couple of quick questions that came up.

1. Can you give us the formula you use when looking at the PPI data. What will the baseline be?
2. Are we able to use a weighted average on the increase formulation. As we look at our SKU's. Some of the products are seeing higher impacts than others.

Appreciate any insight you may have on these questions.

From: Flickinger, Marie <mariflicki@pa.gov>
Sent: Friday, November 18, 2022 3:20 PM
To: Sheehan, Heather <Heather.Sheehan2@ecolab.com>; Pallanti, Albert <Albert.Pallanti@ecolab.com>
Cc: Kleeman-Deimler, Cheryl <ckleemande@pa.gov>
Subject: CRITICAL ECOLAB EMAIL

Caution: This email message originated from outside of the organization. **DO NOT CLICK** on links or open attachments unless you recognize the sender and know the content is safe. If you think it is suspicious, please **report as suspicious**.

Good afternoon. I wanted to let you know that we are evaluating your request for a price adjustment, including a review of the current PPI.

Our Legal team has indicated that we can negotiate a different price adjustment schedule than what is identified in the RFP. However, as expected we must award the contract at the bid prices. The Commonwealth is proposing we replace the annual PPI price adjustment term with a semi-annual PPI price adjustment. During our meeting you indicated that you were looking for a 5% increase on pricing; we realize that by using the PPI for the 6 month adjustment, the increase will most likely be more than 5%.

Commonwealth policy requires that we achieve a mutual benefit when negotiating changes such as this. With this in mind, we are asking that Ecolab consider increasing their non-core product discount.

We really need to have this wrapped up by Thanksgiving, or we may not be able to move forward. Please provide your response by close of business Tuesday. If you agree, we will provide you with a final negotiation document.

Marie Flickinger | Operational & Facilities | Commodity Specialist
General Services | Procurement
555 Walnut Street, Forum Place 6th Fl | Harrisburg, PA 17101-1914
Phone: 717.346.2674 | www.dgs.pa.gov

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From: Sheehan, Heather <Heather.Sheehan2@ecolab.com>
Sent: Wednesday, November 2, 2022 3:31 PM
To: Flickinger, Marie <mariflicki@pa.gov>; Kleeman-Deimler, Cheryl <ckleemande@pa.gov>
Cc: Pallanti, Albert <albert.pallanti@ecolab.com>
Subject: [External] Ecolab Meeting

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Marie and Cheryl,

Thank you very much for your time today. As we discussed, we are requesting an economic adjustment to our agreement based on the unprecedented inflation and increasing costs. I have attached some of the information we reviewed on our call and the drivers of these increases. The new agreement will be the first increase we have taken since 2019, and due to market volatility, we are looking for additional pricing support. Understand that you are consulting with your attorney, and we will hold on signing the agreement until we are able to have another discussion. We really appreciate your business and partnership and look forward to talking with you soon.

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Benjamin Zuniga
BID CONTRACTS MANAGER I

T 952 852 2409
F 651 306 5429

1 ECOLAB PLACE,
ST. PAUL, MN 55102-1390
Benjamin.zuniga@ecolab.com

Date: August 11, 2022

Clarification on Ecolab Inc. Response to Lot 1 Technical Submittal I-6., C. Service Levels

This letter serves as confirmation there was a typo in Ecolab Inc.'s response to TECHNICAL SUBMITTAL APPENDIX B LOT 1 DILUTION CONTROL SYSTEMS AND CHEMICALS FOR WAREWASHING, I-6., C. Service Levels on page 24 of 26.

Our original response read:

Ecolab commits to meeting the Service Level Agreements as described in Lot 1 - Appendix B, Service Level Agreements. And understands that if we fail to meet Service Level Agreements, Service Credits will be applied as outlined

Corrected response:

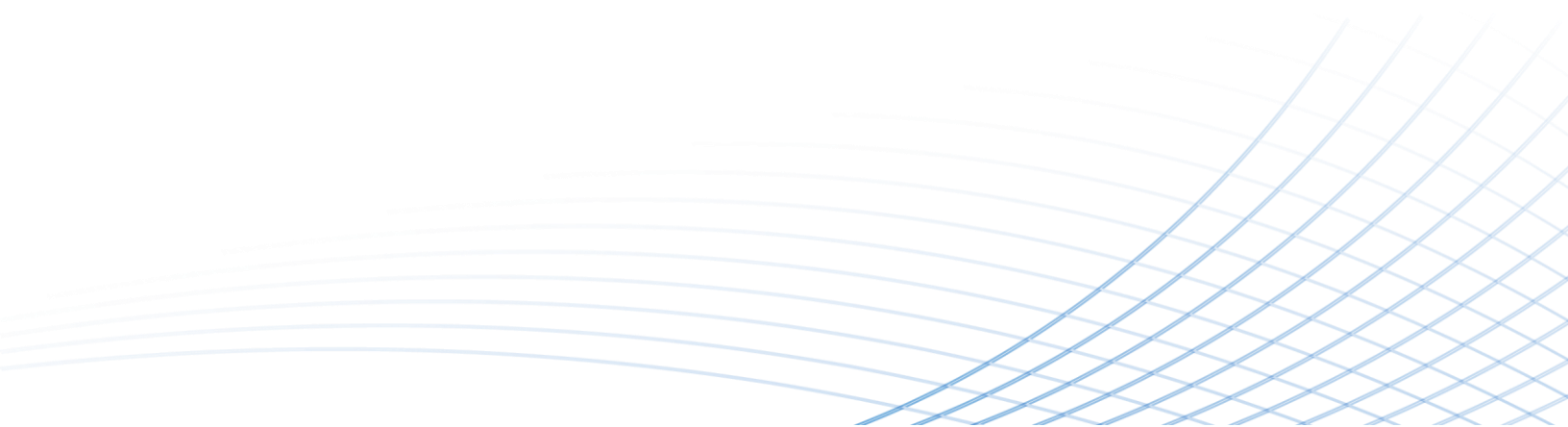
Ecolab commits to meeting the Service Level Agreements as described in Lot 1 - **Appendix E**, Service Level Agreements. And understands that if we fail to meet Service Level Agreements, Service Credits will be applied as outlined.

Ecolab Inc. appreciate the opportunity to make this correction and further affirms that we are in agreement with meeting the service levels defined in Appendix E, Service Level Agreements.

If you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,

Ben Zuniga
Bid Contracts Manager I



August 2, 2022

Benjamin Zuniga
Bid Contracts Manager I
Ecolab Inc
1 Ecolab Place, EGH07
St Paul, MN 55102

Mr. Zuniga:

Re: RFP # 6100053671, Dilution Control Chemicals for Warewashing and Dilution Control Systems and Chemicals for General Cleaning

The Commonwealth has evaluated the proposal that your company submitted in response to the Department of General Services RFP Number 6100053671, Dilution Control Chemicals for Warewashing, and Dilution Control Systems and Chemicals for General Cleaning, Lot 1, along with the other submitted proposals. It is my pleasure to inform you that Ecolab Inc has been selected for contract negotiations.

Therefore, I invite you to meet with the Commonwealth for final negotiations and clarifications. I will contact you to schedule the date and time of the negotiation meeting.

You should come prepared to provide clarification on, and discuss the following areas of your proposal:

- I-6. A (pg. 10) – Please provide specific time-line implementation plan details.
 - As the current provider of the services in Lot 1, all State Facilities are already functioning with Ecolab Solutions. Ecolab has proposed one new solution in our proposal, 6102149 SMARTPOWER™ Dishmachine Detergent Metal Safe 4-6.75lb. 6102149 will replace the currently used metal safe dishmachine detergent, 6110751 Solid Metal Pro 4-8lb, at 12 locations. Upon award notification, Al Pallanti will meet with the Commonwealth to evaluate current inventory of 6110751 to make sure product waste kept to a minimum. A finalized implementation plan will be submitted to the commonwealth within (10) calendar days of the effective date of the contract as required. Ecolab's field representatives

will then work with Al Pallanti to execute the implementation plan and install any new dispensers to meet the Go Live date of no later than 120 calendars days from the effective date of the contract.

- I-6. C. (pg. 11) – Please acknowledge that agencies will be notified within 24 hours if item is out of stock/not available.
 - Backordered items will be noted at the time of ordering when placing the order via Ecolab’s toll-free customer service line or electronically. Additionally, a notice of the backorder will be provided to the locations field representative to ensure the location is properly notified of the backorder.

- I-6. E. (pg. 11) – Please provide a detailed description of distribution infrastructure.
 - Ecolab products are produced and warehoused in-region around the world to promote the most cost effective and efficient route to our customer locations. We leverage state of the art forecasting tools to ensure customers have products they need when they need them. Ecolab typically carries 60 days of inventory, with safety stocks & critical master data parameters managed by our central Planning function in HQ. Order-level inventory availability & expedites are managed by a central Customer Service function, supported by a Logistics & Transportation group to respond to network re-deployments & replenishments. Global Procurement function is continuously evaluating carrier & transport costs, while the regional Manufacturing leadership teams are engaged in Service & delivery performance optimization. In North America alone, Ecolab has 23 distribution facilities spread across the continent. The largest in your area being McDonough, GA, Elk Grove Village, IL, Joliet, IL, South Beloit, IL, Huntington, IN, Greensboro, NC, Martinsburg, WV. Ecolab partners with common carriers within each region to meet the needs of our customers. A map of Ecolab’s plant locations has been provided for reference.

- I-6 (pg. 14) – Please provide a detailed quality control plan.
 - Ecolab provides Executive Business Reviews on a Quarterly basis. Please reference the included overview, Exhibit O, Lot 1, Quarterly Executive Business Reviews, for more information on Reviews. This review may include, but is not limited to, the following:
 - Summary of Regularly Scheduled Service Visits
 - Summary of Emergency/Extra Service Visits
 - Summary of Programs used by the State
 - Overview of Total Cost of Operation, highlighting savings in Water, labor, and Water Readings
 - Overview of Trainings Performed. Separating out the Dedicated Training Visits and Trainings given during Service Calls
 - Locations with the most, and fewest, exceptions noted at the time-of-service visit
 - Your representative has performance measures in place to call you back within 60 minutes of your initial call. At that time, the service needed will be determined. Within the next 48 hours our Quality Assurance (QA) department contacts the original caller to be sure that he/she is satisfied with our resolution. If there is not satisfaction, the call is then escalated to that representative's direct manager. By following up, out the QA department will make sure that the escalated issue has been completed to the customer satisfaction. If not, the issue is then escalated up another level to the manager's manager. This escalation process continues up until satisfaction is met.

- Please provide examples of online training, job aids/videos.
 - A demonstration of Ecolab's Lobster Ink online training portal will be shown during our meeting for negotiations. Examples of wall charts and physical material has been included for reference as well.

- Please elaborate on maintaining a minimum 95% fill rate. What controls will be put into place in order to maintain this rate?
 - Ecolab's goal is a 100% accuracy fill rate. Ecolab warehouses are equipped to handle orders that contain one item, up to a truckload. Warehouse Standard Operating Procedures call for confirming what is keyed is what is loaded on to the pallet for delivery. Each delivery will be combined onto a pallet, shrink wrapped and loaded on the common carrier's truck. This will allow the order to stay together and meet its final expected destination.

- Additionally, if there are any questions or errors when an order is entered for Commonwealth of Pennsylvania a system is in place to notify the locations field representative as well as the Ecolab's Government Sales team to ensure order accuracy is maintained.
- Will we be notified immediately if there are changes made to the training and do you offer training on the changes?
 - If any process improvements to the existing programs in place with the Commonwealth of Pennsylvania are identified, they will be addressed during the quarterly business reviews. If they changes require any additional training for the end users of Ecolab chemicals, Ecolab's field representatives will provide additional training/education at the time of their next service visit.
- What is the turn-around time if something needs to be escalated further, to the direct manager or above?
 - Should the need arise to escalate a deficiency further then Ecolab's District Manager, Sr. Corporate Account Manager, Al Pallanti & Bid Contracts Manager, Ben Zuniga will be available during normal working hours Monday through Friday to assist. A response will be provided within 24 hours.
- The Commonwealth is always working to identify cost savings. Negotiations will include discussions on cost reduction.
 - Ecolab has already extended absolute, best available pricing on Lot 1. There is no room for further reduction on any lines. As an existing customer, with what is internally classified as "legacy pricing," the pricing across all lines is far below current market allowances and has already been held firm for an additional year through an extremely inflationary environment.

This letter is not intended to be a binding commitment to contract, nor will the Commonwealth be obligated in any manner until a formal written contract has been executed by all necessary Commonwealth officials.

Sincerely,

Marie Flickinger
Issuing Officer

Event Summary - Dilution Control Chemicals for Warewashing and Dilution Control Systems and Chemicals for General CI

| | | | |
|----------------------|----------------|--------------------|------------------------|
| Supplier: | ECOLAB INC | Type | Request for Proposal |
| Number | 6100053671 | Stage Title | - |
| Organization | CommonwealthPA | Currency | US Dollar |
| Exported on | 10/17/2022 | Exported by | Cheryl Kleeman-Deimler |
| Payment Terms | - | Sealed Bid | Yes |
| Intend to Bid | Yes | Bid Total | 0.00 USD |

Event Dates

| | |
|----------------------------------|--|
| Time Zone | EDT/EST - Eastern Standard Time (US/Eastern) |
| Released | - |
| Open | 1/5/2022 4:00 PM EST |
| Close | 2/18/2022 1:00 PM EST |
| Submission Date | 2/17/2022 12:27 PM EST |
| Sealed Bid | 2/18/2022 1:00 PM |
| Question Submission Close | 2/8/2022 12:00 PM EST |

Description

1. **Purpose.** This request for proposals (RFP) provides information to enable potential Offerors to prepare and submit proposals for the Commonwealth of Pennsylvania's consideration.

2. **Determination to use Competitive Sealed Proposal Method.** As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.

3. **Issuing Office.** The Department of General Services (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Contact listed above, who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.

4. **Project Description.** This RFP is comprised of two (2) lots as described below. Offerors may submit proposals for all Lots or an individual Lot. Offerors must submit a separate and complete proposal (technical and cost submittals) for each Lot which it intends to propose an offer and indicate the respective Lot(s) in their proposal.

The Department of General Services is requesting proposals from Offerors which have the ability and expertise to provide Dilution Control Chemicals for Warewashing and Dilution Control Systems and Chemicals for General Cleaning to the Commonwealth.

5. **Type of Contract.** If the Issuing Office enters into a contract as a result of this RFP, it will be a **Fixed Price** contract and will contain the **Contract Terms and Conditions** attached to this RFP in the **Buyer Attachments** section.

6. **Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

7. **Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

8. **Questions & Answers.** Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

9. **Addenda to the RFP.** Any revisions to this RFP will be made electronically within this site.

10. Response Date. To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

11. Proposal Submission: To be considered, Offerors must submit a complete response to this RFP by the due date and time, from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

12. Proposal Format: To be considered, the proposal must respond to all proposal requirements. Each proposal consists of two submittal components: Technical and Cost. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

13. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

14. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

15. Prime Contractor Responsibilities. The selected Offeror must perform **at least 50% of the total contract value.** Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

16. Proposal Contents.

A. Confidential Information. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such

information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure **requirements** under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

17. Best and Final Offers (BAFO). The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers” in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than **75 %** of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror’s Technical Submittal.

18. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

19. Term of Contract. The term of the contract will commence on the Effective Date and will end five (5) years after the effective date. The Commonwealth shall have the option to renew the Contract for five (5) additional 1-year renewal terms. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

20. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

21. Notification of Award. Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

22. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

23. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at [click here](#).

24. Attachments to the RFP. All attachments to the RFP, including those contained in the **Buyer Attachments** and **Additional Required Documentation** sections, are incorporated into and made part of the RFP.

25. Evaluation Criteria. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The following criteria will be used in evaluating each proposal:

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as **35%** of the total points. Evaluation will be based upon the following: **: Soundness of Approach, Offeror Qualifications, and Personnel Qualifications.** The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [click here](#)

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as **65%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

26. Small Business and Small Diverse Business Participation. The Issuing Office and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) identified this procurement as potentially eligible for the setting of Small Diverse Business (SDB) and/or Veteran Business Enterprise (VBE) participation goals. However, after analyzing the solicitation for subcontracting opportunities and researching available SDB and/or VBE firms to perform commercially useful functions, the Issuing Office and BDISBO have determined that the SDB and/or VBE participation opportunities for the scope of work for this procurement are deminimis. Therefore, the Issuing Office and BDISBO have declined to set SDB or VBE participation goals for this procurement. In addition, there will be no points allocated toward SDB/SB participation for this procurement.

27. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract.

An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

28. Final Ranking and Award. After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business Participation Submittal scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the

discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

Prerequisites

★ Required to Enter Bid

1 ★ Instructions To Supplier :

Responsibility to Review.

Certification

I certify that I have read and agree to the terms above.



Supplier Must Also Upload a File:

No

Prerequisite Content:

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

Buyer Attachments

| | | |
|--|--|---|
| 02 Appendix A 6100053671 - Terms and Conditions.docx | 02 Appendix A 6100053671 - Terms and Conditions.docx | ../Attachments/02 Appendix A 6100053671 - Terms and Conditions.docx |
| 03 Appendix B LOT 1 Technical Submittal.docx | 03 Appendix B LOT 1 Technical Submittal.docx | ../Attachments/03 Appendix B LOT 1 Technical Submittal.docx |
| 04 Appendix D LOT 1 Warewashing Machine List_12.30.21.xlsx | 04 Appendix D LOT 1 Warewashing Machine List_12.30.21.xlsx | ../Attachments/04 Appendix D LOT 1 Warewashing Machine List_12.30.21.xlsx |
| 05 Appendix E Lot 1 Service Level Agreements_12.30.21.docx | 05 Appendix E Lot 1 Service Level Agreements_12.30.21.docx | ../Attachments/05 Appendix E Lot 1 Service Level Agreements_12.30.21.docx |
| 07 Appendix F LOT 2 Technical Submittal.docx | 07 Appendix F LOT 2 Technical Submittal.docx | ../Attachments/07 Appendix F LOT 2 Technical Submittal.docx |
| 09 Appendix H LOT 2 Dilution Control Locations.12.30.21.xlsx | 09 Appendix H LOT 2 Dilution Control Locations.12.30.21.xlsx | ../Attachments/09 Appendix H LOT 2 Dilution Control Locations.12.30.21.xlsx |
| 10 Appendix I LOT 2 Service Level Agreements.12.30.21.docx | 10 Appendix I LOT 2 Service Level Agreements.12.30.21.docx | ../Attachments/10 Appendix I LOT 2 Service Level Agreements.12.30.21.docx |
| 11 BOP-1301_DomesticWorkforceUtilizationCertification_ServicesRFP.docx | 11 BOP-1301_DomesticWorkforceUtilizationCertification_ServicesRFP.docx | ../Attachments/11 BOP-1301_DomesticWorkforceUtilizationCertification_ServicesRFP.docx |
| 12 GSPUR-89 Reciprocal_Limitations_Act_Requirements.docx | 12 GSPUR-89 Reciprocal_Limitations_Act_Requirements.docx | ../Attachments/12 GSPUR-89 Reciprocal_Limitations_Act_Requirements.docx |
| 13 IranFreeProcurementCertificationForm.pdf | 13 IranFreeProcurementCertificationForm.pdf | ../Attachments/13 IranFreeProcurementCertificationForm.pdf |
| 14 TradeSecret_ConfidentialPropertyInfoNotice.pdf | 14 TradeSecret_ConfidentialPropertyInfoNotice.pdf | ../Attachments/14 TradeSecret_ConfidentialPropertyInfoNotice.pdf |
| 15 BOP-1307 LOBBYING CERTIFICATION FORM.docx | 15 BOP-1307 LOBBYING CERTIFICATION FORM.docx | ../Attachments/15 BOP-1307 LOBBYING CERTIFICATION FORM.docx |
| 16 COSTARS Program Participation Form.doc | 16 COSTARS Program Participation Form.doc | ../Attachments/16 COSTARS Program Participation Form.doc |
| 17 Solicitation Addendum 1.docx | Solicitation Addendum 1.docx | ../Attachments/Solicitation Addendum 1.docx |
| Solicitation Addendum 2.docx | Solicitation Addendum 2.docx | ../Attachments/Solicitation Addendum 2.docx |
| Addendum 2 Attachment BOP-2201 Form.docx | Addendum 2 Attachment BOP-2201 Form.docx | ../Attachments/Addendum 2 Attachment BOP-2201 Form.docx |

Questions

RFP Questions

Group 1.1: Lot 1 Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments.
File Upload

Ecolab_03 Appendix B LOT 1 Technical Submittal.pdf -
./SupplierAttachments/QuestionAttachments/Ecolab_03 Appendix B LOT 1 Technical Submittal.pdf

- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file. 🔒

File Upload

LOT 1_Exhibits.zip - ./SupplierAttachments/QuestionAttachments/LOT 1_Exhibits.zip

- 1.1.3 I have read and fully understand the attached Performance Standards.

Yes/No

Yes

Group 1.2: Lot 2 Technical Questions

- 1.2.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments.
File Upload

Ecolab_07 Appendix F LOT 2 Technical Submittal.pdf -
./SupplierAttachments/QuestionAttachments/Ecolab_07 Appendix F LOT 2 Technical Submittal.pdf

- 1.2.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file. 🔒

File Upload

LOT 2_Exhibits.zip - ./SupplierAttachments/QuestionAttachments/LOT 2_Exhibits.zip

- 1.2.3 I have read and fully understand the attached Service Level Agreements. ★

Yes/No

Yes

Group 1.3: Lot 1 Cost

- 1.3.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★🔒

File Upload

Ecolab_04 Appendix C Lot 1 Cost Submittal.xls -
./SupplierAttachments/QuestionAttachments/Ecolab_04 Appendix C Lot 1 Cost Submittal.xls

Appendix C Lot 1 Cost Submittal - ../Attachments/QuestionAttachments/04 Appendix C Lot 1 Cost

- 1.3.2 Please upload documentation to validate your proposed dilution rates in your Cost Submittal. ★

File Upload

Lot 1_Explanation of Dilutions for Warewashing.pdf - ./SupplierAttachments/QuestionAttachments/Lot 1_Explanation of Dilutions for Warewashing.pdf

Group 1.4: Lot 2 Cost

- 1.4.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★🔒

File Upload

Ecolab_08 Appendix G LOT 2 Cost Submittal.12.30.21.xls -
./SupplierAttachments/QuestionAttachments/Ecolab_08 Appendix G LOT 2 Cost Submittal.12.30.21.xls

Appendix G Lot 2 Cost Submittal - ../Attachments/QuestionAttachments/08 Appendix G LOT 2 Cost

1.4.2 Please upload documentation to validate your proposed dilution rates in your Cost Submittal. ★

File Upload

Lot 2_Explanation of Dilutions for Housekeeping.pdf - ./SupplierAttachments/QuestionAttachments/Lot 2_Explanation of Dilutions for Housekeeping.pdf

Additional Required Documentation

Group 2.1: Standard Forms

2.1.1 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★

File Upload

2.1.1_Ecolab_Domestic Workforce Utilization Certification Form.pdf - ./SupplierAttachments/QuestionAttachments/2.1.1_Ecolab_Domestic Workforce Utilization Certification Form.pdf

Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc

2.1.2 Please download and complete the attached Reciprocal Limitations Act form. ★

File Upload

2.1.2_Ecolab_Reciprocal Limitations Act.pdf - ./SupplierAttachments/QuestionAttachments/2.1.2_Ecolab_Reciprocal Limitations Act.pdf

Reciprocal Limitations Act - ../Attachments/QuestionAttachments/GSPUR-89

2.1.3 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★

File Upload

2.1.3_Ecolab_Iran Free Procurement Certification Form.pdf - ./SupplierAttachments/QuestionAttachments/2.1.3_Ecolab_Iran Free Procurement Certification Form.pdf

Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf

2.1.4 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★

File Upload

2.1.4_Ecolab_Trade Secret Confidential Proprietary Information Notice.pdf - ./SupplierAttachments/QuestionAttachments/2.1.4_Ecolab_Trade Secret Confidential Proprietary Information Notice.pdf

Trade Secret/Confidential Proprietary Information Notice - ../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf

2.1.5 Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

File Upload

No response.

2.1.6 Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★

File Upload

2.1.6_Ecolab_Lobbying Certification and Disclosure Form.pdf - ./SupplierAttachments/QuestionAttachments/2.1.6_Ecolab_Lobbying Certification and Disclosure Form.pdf

Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.docx

2.1.7 Please download, complete and upload the COSTARS Program Election to Participate Form only applicable if the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP. ★

File Upload

2.1.7_Ecolab_COSTARS Program Election to Participate Form.pdf -
./SupplierAttachments/QuestionAttachments/2.1.7_Ecolab_COSTARS Program Election to Participate Form.pdf

COSTARS Program Election to Participate Form -/Attachments/QuestionAttachments/COSTARS Program Election to Participate Form.doc

Group 2.2: Terms and Conditions

2.2.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★

Yes/No

Yes

Group 2.3: Offeror's Representation

2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★

Yes/No

Yes

Offerors Representations and Authorizations -/Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

2.3.2 By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities). ★

Yes/No

Yes

TECHNICAL SUBMITTAL APPENDIX B LOT 1 DILUTION CONTROL SYSTEMS AND CHEMICALS FOR WAREWASHING

I-1. Qualifications.

- A. Company Overview.** Offerors shall describe and list their experience in in the installation, servicing and maintaining of Warewashing Chemicals and Dispensing Equipment, including implementation and ongoing facilitation of end-user support to governmental entities and/or businesses of similar size and scope as that of the Commonwealth of Pennsylvania (“Commonwealth”).

ECOLAB RESPONSE:

Over the course of our partnership, Ecolab and the Commonwealth of Pennsylvania have effectively implemented a dishwashing program to all state locations throughout the Commonwealth, and many political subdivisions utilizing the Commonwealth’s agreement. In essence, our program is already rolled out to these members. We ensure our teams focus strongly on maintaining quality in performance and relationships with each existing location.

As we continue to grow our partnership and expand to additional agencies requesting to utilize the agreement, we can successfully implement a new program within 30 days, anywhere in the Commonwealth. Our approach begins with an initial survey of the unit to be added to the program, including an introduction with the unit manager. Where appropriate, we schedule the installation time and date to meet the manager’s needs and have parts, equipment, products and services delivered immediately, either to our representatives directly or to the facility, pending the manager’s preference.

Assurance of installation and service, including automated communication via Service Detail Report, is provided thanks to our field technology. These tablet PCs are in the hands of our associates across the country to ensure consistency of service as well as visibility into the status of any broad implementation or installation. Once the products & equipment are installed, comprehensive onsite training is scheduled with the staff of the facility. All SDS stations are reviewed, as are wallcharts and, if needed, training guides which are provided to the facility at no additional charge.

The Ecolab dishwashing program includes regularly scheduled maintenance visits, as well as emergency service visits. During Service Visits, Ecolab Service Representatives record service visit details, water conditions, titration test results and provide corrective action on a Service Detail Reports. The electronic report is signed by the designated location representative – and can be emailed to multiple decision makers. Ecolab Service representatives are live locally and are able to be onsite to resolve issues as they arise within 48 hours after being notified by the state agency. All service visits monthly and emergency visits are provided free of charge. Please reference the included Service Reporting Examples, Exhibit A, Lot 1, for an example of this report. where dispensing equipment is checked for expected functioning, the service specialist ensures all requested training is completed and addresses questions and concerns.

The Commonwealth of Pennsylvania is supported by Al Pallanti, Sr. Corporate Account Manger II, your single point of contact at the corporate level, who has over 18 years in the industry. In addition, we assign local field associates, backed by district and area managers, who directly service your end-user locations with regular preventive maintenance and emergency service requests. In addition to field support, Ecolab has a 24/7/365 Customer Service department available to answer calls live at all times, and a team of Tech Service specialists dedicated specifically to supporting the efforts of our customers who count on us for

cleaner, safer and healthy environments, including the Commonwealth of Pennsylvania. Ecolab currently uses this approach very successfully in properties, throughout Pennsylvania and throughout the US.

All of these support services are available to you at no additional charge. Al Pallanti will present comprehensive executive reviews to your leadership during regularly scheduled meetings.

Ecolab has held a formal GSA contract for many years, under this we provide chemicals, training, and dispenser service to the US Navy and Veterans' Affairs Centers, among many other branches and locations of the federal government. Ecolab also has an AFNAFPO contract with the Airforce. There are Federal locations throughout the Commonwealth of Pennsylvania and the country. Additionally, Ecolab holds formal contract with several formal state government contracts throughout the country and is the premier chemical provider for many national chain restaurants and hotels.

- B. Prior Experience.** Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Projects referred to must be identified and the name of the customer, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. Offeror shall demonstrate in narrative form that they possess a minimum of five (5) years of prior experience(s) providing installation, servicing, and maintaining of Warewashing Chemicals and Dispensing Equipment in the non-profit, commercial, or government market.

Offeror shall also include a listing of all their contracts, similar in size and scope of the services requested in this RFP, within the last five (5) years and include the following:

1. Name of contracting parties;
2. Description of service;
3. Term of contract; and
4. Contract value.

ECOLAB RESPONSE:

GSA

1. **Name of contracting parties;** General Services Administration (GSA).
Hector Lopez, Contracting Officer; 817-850-8236
Southwest Supply and Acquisition Center
819 Taylor Street, Room 7A37
Fort Worth, TX 76102
2. **Description of service;** Multiple Award Schedule; Contract covers Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services under GSA Schedule 73.
3. **Term of contract;** The base period of performance begins, 03/15/2020 and ends 03/14/2025, with potential of three (5) year options to follow
4. **Contract value.** Estimated \$6M annually

Air Force Nonappropriated (AFNAFPO)

1. **Name of contracting parties;** Air Force Nonappropriated Fund Purchasing (AFNAFPO).
Vanessa Moes, Contract Specialist; 210-395-7828

AFSVA/SVCSC
2261 Hughes Ave, Ste 156
Lackland AFB, TX 78236-9854

2. **Description of service;** Chemical supplies, pest control, food safety and sanitation and food safety audits.
3. **Term of contract;** Effective 10-1-2017 – Base period of 2 years, option years shall not exceed 8 years. Duration of agreement shall not exceed 10 years.
4. **Contract value.** \$2+M annually

New York State Department of Corrections and Community

1. **Name of contracting parties;** New York State Department of Corrections and Community
Kent McKeighan, Industrial Superintendent; 518-639-5516 ext 2300
Great Meadow Correctional Facility
11739 State Route 22, Comstock, New York 12821
2. **Description of service;** Chemical supplies and dispenser service
3. **Term of Contract;** 2018 - 2020
This is Ecolab's second consecutive contract for these services
4. **Contract value;** Estimated \$200,000.00 annually

- C. Contract Cancellations.** Offeror shall describe and identify in their Technical Response any contract cancellations or those that were not renewed within three (3) years preceding the issuance of this RFP. Provide details on the customer's allegations for cancelling or not renewing the contract and the Offeror's position relevant to the allegations. The Offeror must identify the name of the customer, including the name, address, phone number and email address of the responsible official who can address questions.

ECOLAB RESPONSE:

Here are contract cancellations and details that have occurred in the past year:

Customer: State of North Dakota, Laundry Products
600 E Boulevard Ave. Dept 012, Bismarck, ND 58505
Chad Keech, Procurement Officer II
ph: 701.328.2767
Reason for Cancellation: Ecolab was not low bidder on formal bid

Customer: State of Colorado, IFB MRO Laundry, Ware Wash
1525 Sherman Street, 3rd Fl., Denver, CO 80203
Brian Swift, State Purchasing Manager
ph:303-866-6146
Reason for Cancellation: Ecolab was not low bidder on formal bid

- D. Personnel.** Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where these personnel will be physically located during the time they are engaged in the Project. For key personnel, include the employee's name, and through a resume or similar document, the Project personnel's education and experience in the service, supply and maintenance of Warewashing Chemicals and equipment. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify the individual and their respective responsibilities for each position stated below:

1. **Account Manager.** The selected Offeror shall appoint a direct point of contact that shall serve the state agency in any area of concern as it relates to the chemicals, billing and accounting specified herein and ordered from the awarded contract.
2. **Customer Service Representative.** The selected Offeror must appoint a customer service representative or representatives who will be available to meet with, and/or assist contract end users on a regular basis. The customer service representative shall also be responsible for coordinating the training requirements as listed herein. The representative must be available to respond to inquiries regarding contract products, to resolve issues regarding product received, or to address problems at locations within twenty-four (24) hours after being notified by the state agency.
3. **Equipment/Preventative Maintenance Service Representative.** The selected Offeror must appoint a trained equipment/preventative maintenance service representative that will perform testing and preventative maintenance on the dispensing systems. The representative must be available to respond to address problems at locations within twenty-four (24) hours after being notified by the state agency.
4. **Key Personnel Vacancies.** The selected Offeror must fill any key position vacancies within four (4) weeks. If a position identified as key becomes vacant, the selected Offeror must appoint and identify an individual in an acting capacity immediately until the position is filled. The Commonwealth shall approve the replacement of personnel for all key positions, acting and permanent.
5. **Removal of Personnel.** The Commonwealth retains the right to remove any of selected Offeror personnel from this project, or from performing any service under this contract.

ECOLAB RESPONSE:

1. **Account Manager:** Al Pallanti is the designated Account Manager; he will be the single point of contact for all questions. Al works closely with our Government Sales Manager & Analyst in St. Paul on all billing and accounting on the contract and will drive resolutions to ensure satisfaction. Please reference Al Pallanti's resume included, Exhibit B, Lot 1.
2. **Customer Service Representative:** Ecolab has an extensive service team throughout the Commonwealth. Each location has a dedicated Territory Manager responsible for coordinating training, reps live locally to be able to respond to all emergency service requests, within 24 hours. Ecolab has included the sales team roster that is current servicing the Commonwealth locations, there are 35 team members servicing the Commonwealth of Pennsylvania facilities. In addition to the team members currently servicing the dishwashing locations, Ecolab has over 175 Sales Team Members who support locations that choose Ecolab solutions in Pennsylvania. Ecolab team members work together with installations, with coverage for coworkers on vacation or leave, or who are out sick. Together they ensure that no matter the circumstance, every need of every Ecolab customer is met. Please reference Exhibit C, Lot 1, Commonwealth of Pennsylvania Field Roster and Training.
3. **Equipment/Preventative Maintenance Service Representative:** Ecolab's local service team, is highly trained on all Ecolab proprietary dispensing equipment, they serve as the Customer Service & Equipment Service Representative. This provides continuity and stability for locations, knowing they have one contact to resolve all of their concerns.
4. **Key Personnel Vacancies:** Ecolab's commitment to customer satisfaction is paramount, to achieve this we are committed to having a full staff at all times, and have no issue committing to a four (4) week timeline to fill vacant positions.

5. **Removal of Personnel:** Ecolab's commitment to customer satisfaction is key to our success, we will work to resolve any issues that present themselves and commit to finding the most successful personnel alignment.

E. Subcontractors. Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Primary contact name and email;
3. Address of subcontractor;
4. Description of services to be performed;
5. Number of employees by job category assigned to this project; and
6. Resumes (if appropriate and available).

ECOLAB RESPONSE:

Ecolab will not be utilizing any Subcontractors.

I-2. Training. Indicate the level of training provided to agency personnel during the implementation phase of the Contract, and ongoing training after implementation has been completed. Include agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors. All on-site training shall take place at the location that the Dispensing Equipment has been installed and on dates agreeable to the purchasing agency. The cost of all training proposed shall be included within the cost of the Warewashing Chemicals in the **Appendix C Lot 1 Cost Submittal**, located in Buyers Attachments section of this RFP, the Commonwealth shall not incur additional cost for any training required.

- A. **Implementation Training.** The selected Offeror shall provide the purchasing agency with training on the appropriate operation of any Dispensing Equipment provided under this contract.
 1. **Manuals.** The selected Offeror must provide each facility with a written user/instruction manual detailing all Dispensing Equipment features and operation.
 2. **On-Site Training.** By no later than ninety (90) calendar days after the effective date of the contract, the selected Offeror shall conduct a training session at each facility site purchasing products and services. At a minimum on-site implementation training shall include:
 - a. **Operator Training** which details how to use the Dispensing Equipment on a day-to-day basis. This training shall cover basic user information for the Dispensing Equipment, detailing correct use and care instructions, as well as general chemical use, including proper use, handling, and storage.
 - b. **Safety Training** that instructs all users how to operate the Dispensing Equipment in a safe manner. This training shall include information on the safe handling of all Warewashing Chemicals that will initially be used in the Dispensing Equipment at that specific location. This must include the proper safety precautions and procedures in handling, administering, storing, and disposing of the chemicals, and the proper safety measures for emergency situations in accordance with OSHA and EPA standards.

- c. **Train-the-Trainer Training** that provides designated Commonwealth personnel the appropriate level of expertise to train others to safely operate the Dispensing Equipment. The training provided under this section must be sufficient to enable the trainer to conduct both Operator Training and Safety Training to the requirements included above.

ECOLAB RESPONSE:

Ecolab is a leader in the training of both our sales and service team as well as the training we provide our customers. All Ecolab Service Representatives are trained and certified by Ecolab's robust training department.

1. MANUALS:

Ecolab has User/Instructional Manuals that will be provided to each facility and are left after each onsite training. Examples of manuals available upon request, manuals are considered proprietary information. Additionally, Ecolab offers job aids, that are available for download, that provide step-by-step procedure videos to ensure consistency and efficiency.

2. ON-SITE TRAINING:

Customer training is tailored based on customer need and geared to operating level of the trainees and conducted on site. It is **personally delivered** by Service Area Field Representatives, and is supplemented with **Procedure Guides, How-To Training Videos and Wall charts**. All training is provided free of charge.

Ecolab training encompasses Operator, Safety Training and Train the Trainer training.

a. Operator Training

Ecolab training clearly identifies how to use the equipment on a day to day basis. It covers how to correctly use & care for the dispensing equipment, and the chemicals – how to properly store them, safe handling, and proper storage.

b. Safety Training

Ecolab training focuses on safety precautions and procedures, safety measures for emergency situations, product usage and application, water testing procedures, how to test water chemistry to ensure the proper amount of product is dispensing, proper use of Ecolab dispensing equipment, preventative maintenance and cleaning procedures, and troubleshooting. During training, the service reps ensure the staff knows how to reach Ecolab and hours of availability. Instructional materials are provided and left with all trainees.

c. Train the Trainer Training

Ecolab training provided is presented in enough depth and detail, so that the person who received the training, is equipped to properly train others in the facility or operation. They will be able to pass on the proper equipment & chemical usage as well as the safety precautions and procedures learned. Training is ongoing and available as needed.

Please reference [Exhibit D, Lot 1, Training Program](#) and [Exhibit E, Lot 1, The Ecolab Difference: Training](#) for more information on Training available.

- B. Ongoing Training.** After the selected Offeror has fully completed implementation of the Warewashing Chemicals Dispensing Equipment the selected Offeror shall provide additional training to the Commonwealth on an ongoing basis.
- 1. Manuals.** The selected Offeror shall provide the Contract Manager with an electronic copy of all written user/instruction manuals detailing Dispensing Equipment features and operation for any equipment deployed under the Contract resulting from this RFP.
 - 2. On-Site Training.** Each facility site purchasing products and services under the Contract resulting from this RFP may request new, additional, and/or refresher on-site training for personnel no more than twice annually. All types of training indicated above as being required for Implementation Training shall be available on an as-requested basis under this Section.
 - 3. Online/Internet Based Training.** The selected Offeror shall provide Online/Internet based training on an as requested basis by the Contracting Office.
 - 4. Chemical Safety Training.** Any time that a facility site purchasing products and services under the Contract resulting from this RFP purchases a new or different Warewashing Chemical the selected Offeror shall provide safety training to the facility site specific to that Warewashing Chemical. This training may be online/internet based. Training under this Section shall include safety precautions and procedures in handling, administering, storing, and disposing of the chemicals, and the proper safety measures for emergency situations in accordance with OSHA and EPA standards.

ECOLAB RESPONSE:

Training is ongoing throughout the career of our associates, ensuring most current practices are utilized. The constant innovations and changes in our industry requires constant training. This training is passed on through constant training for our customers, Ecolab provides ad hoc training at monthly service visits and more formal training sessions when the situation is right for it.

1. MANUALS:

Ecolab will provide updated and current User/Instructional Manuals that will be provided to each facility and are left after each onsite training. Examples of manuals available upon request, manuals are considered proprietary information.

2. ON-SITE TRAINING:

Ecolab will provide onsite training as needed, and as requested throughout the life of the agreement. This will provide a refresher for associates who already received training, it will also get new associates current on best practices around dispenser and chemical use. All training is provided free of charge.

3. Online/Internet Based Training.

Ecolab has a robust Customer Training portal available that provides training through a website. This is ideal for new employees and those that require a refresher. This portal is supported by your Ecolab Service Representative.

Please reference Exhibit D, Lot 1, Training Program and Exhibit E, Lot 1, The Ecolab Difference: Training for more information on Training available.

I-3. Financial Capability. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

ECOLAB RESPONSE:

Ecolab is financially stable with healthy business units in a range of markets, industries and geographies. Trading on the NYSE as ECL, Ecolab has shown a consistency which is rare in any industry. By partnering with industry leaders, taking care of customer needs, innovating to solve their challenges, and continuing to invest in service for our customers, we have been able to outperform the market for decades.

With annual sales of \$11.79 billion and more than 44,000 associates, Ecolab delivers comprehensive solutions, data-driven insights and on-site service to promote safe food, maintain clean environments, optimize water and energy use, and improve operational efficiencies for customers in the food, healthcare, energy, hospitality and industrial markets in more than 170 countries around the world.

Ecolab is the global leader in water, hygiene, and energy technologies and services. Moreover, Ecolab's sales are small relative to the growing global opportunity for our technologies and services. The company continually invests to meet its growing sales and to be ever more prepared where opportunity resides. This capital investment in technology and service platforms, manufacturing, and distribution assets will continue over the next three to five years. It is further expected that Ecolab's position in the industry will grow more prominent over that time.

Especially now, Ecolab is better positioned for stability and growth than we have ever been. We have improved access to global markets, which are fueled by a number of mega-trends: growing population, water scarcity, increased hygiene challenges, especially in food and healthcare, and increased energy demand. We estimate the total market we now serve exceeds \$100 billion (and growing). We are better equipped to help our customers meet the challenges they face, which will enable us to grow even faster. Our technology, service reach and management experience give us a significant advantage over our key competitors. We have the financial capability to continue to fund our growth, and most importantly, we have a unified focus on delivering excellent results for our customers, employees and shareholders.

Three Year Financial Summary:

SUMMARY MILLIONS, EXCEPT PER SHARE

| | 2020 | 2019 | 2018 | PERCENT CHANGE | |
|--|------------|------------|------------|----------------|------|
| | | | | 2020 | 2019 |
| Net Sales | \$11,790.2 | \$12,562.0 | \$12,222.1 | -6% | 3% |
| Net Income from Continuing Operations Attributable to Ecolab | \$967.4 | \$1,425.6 | \$1,250.3 | -32% | 14% |
| Net Income from Continuing Operations as a Percent of Sales | 8.2% | 11.3% | 10.2% | - | - |
| Diluted Earnings per Share from Continuing Operations | 3.33 | 4.87 | 4.27 | -32% | 14% |
| Adjusted Diluted Earnings per Share from Continuing Operations (non-GAAP measure) | 4.02 | 5.12 | 4.58 | -21% | 12% |
| Diluted Weighted-Average Common Shares Outstanding | 290.3 | 292.5 | 292.8 | -1% | 0% |
| Cash Dividends Declared per Common Share | 1.89 | 1.85 | 1.69 | 2% | 9% |
| Cash Provided by Operating Activities from Continuing Operations | 1,741.8 | 2,046.7 | 2,006.9 | -15% | 2% |
| Capital Expenditures | 489.0 | 731.3 | 778.7 | -33% | -6% |
| Ecolab Shareholders' Equity | 6,166.5 | 8,685.3 | 8,003.2 | -29% | 9% |
| Return on Beginning Equity | 11.1% | 17.8% | 16.5% | - | - |
| Total Debt | 6,686.6 | 6,353.6 | 7,044.2 | 5% | -10% |
| Net Debt to EBITDA | 2.4 | 2.3 | 2.7 | - | - |
| Total Assets | \$18,126.0 | \$20,869.1 | \$20,074.5 | -13% | 4% |

Ecolab's 2020 Annual Report is found on the Investor section of Ecolab's website, linked here:

https://s24.q4cdn.com/931105847/files/doc_financials/2020/ar/Ecolab-Annual-Report-2020-Web-Version.pdf

For more financial information, please visit our website at www.ecolab.com/investor

I-4. Requirements. Offerors shall meet all requirements in order to be responsive to this RFP. Offeror shall describe how they will adhere to and/or accomplish the following in their Technical response:

A. Specific.

1. Dispensing Equipment. The selected Offeror shall furnish, install, and maintain all Dispensing Equipment to be used by the Commonwealth for the Contract resulting from this RFP. The cost of all equipment proposed shall be included within the cost of the Warewashing Chemicals in **Appendix C Lot 1 Cost Submittal**, the Commonwealth shall not incur additional cost for any equipment under the Contract resulting from this RFP.

a. Ownership of the Dispensing Equipment. All equipment shall remain the property of the supplying contractor.

b. Installation and Implementation. Dispensing Equipment shall be installed in compliance with an agreed upon Implementation Plan that shall be provided in compliance with the requirements of Section I-6, Work Plan below. There shall be no additional charge for installation or removing any existing Dispensing Equipment.

c. Dispensing Equipment Locations. Please see **Appendix D Lot 1 Agency Warewashing Machine List**, located in the Buyers Attachment section of this RFP for the information about the make,

model, and quantity of warewashing machines at each location. The using a gency must provide hot and cold water and electrical connection on or adjacent to the warewashing machines. The information provided in **Appendix D Lot 1 Agency Warewashing Machine List**, located in the Buyers Attachment section of this RFP, is provided for evaluation purposes only, it does not constitute a guarantee that these specific agency sites will utilize the Contract resulting from this RFP.

- d. **Expansion.** Offerors shall certify that they have a capacity to increase the number of locations throughout the Commonwealth.
- e. **Central Dispensing Equipment.** Central Dispensing Systems are utilized at some SCI locations. Centralized Dispensing offers the Commonwealth a sustainable program through shipping and plastic reduction, along with better monitoring of product consumption. As part of this program the vendor will ship product in a concentrated form (in 15, 30, or 55 gallon containers). The selected Offeror shall provide 5 gallon reusable containers, labeled for ready to use (RTU) product along with a spigot for dispensing the RTU product to each centralized dispensing location. The selected Offeror shall provide reusable spray bottles and labels to the centralized location, spray bottles and labels shall be replaced on an as-needed basis, but no less than twice per year.
- f. **Equipment Condition.** All equipment installed by the selected Offeror shall be equipment that is new or remanufactured equipment, or equipment that is currently installed at a Commonwealth facility that is suitable for dispensing the appropriate dilutions of the requested Warewashing Chemicals. No installation shall create a cross connection or a back siphon into the approved water supply. All installations must be made in accordance with accepted engineering practices that will ensure compliance with Federal, State, or local laws that our using agencies must meet.
- g. **Existing Equipment.** Any serviceable equipment owned by the Commonwealth or the selected Offeror that is currently installed at a Commonwealth facility and is suitable for dispensing the appropriate Warewashing Chemicals may remain in operation.

ECOLAB RESPONSE:

- 1. **Dispensing Equipment.** Ecolab agrees to install and maintain all dispensing equipment needed for solutions presented in this RFP. There will no charge for any dispensing equipment needed.
 - a. **Ownership of the Dispensing Equipment.** Ecolab will maintain ownership of all dispensing equipment.
 - b. **Installation and Implementation.** Dispensing Equipment is either already installed or will be installed in compliance with the agreed upon Installation Plan in Section I-6. There is no charge for Ecolab installing dispensing equipment.
 - c. **Dispensing Equipment Locations.** Ecolab has existing dispensers in the locations listed in **Lot 1 Appendix A, Agency Dishwashing Machine List**. If dispensers need replacement or adjustments, this will be done in conjunction with the buyers to ensure operations are functioning smoothly, utilizing current inventory for cost savings for the locations.

Expansion. Ecolab has more than enough capacity to increase the number of locations throughout the Commonwealth.

- d. **Central Dispensing Equipment.** Ecolab has capacity to support Central Dispensing Systems at any SCI locations that request this. Ecolab will ship product in a concentrated form, and is able to currently provide 5 and 2 gallon reusable containers, labeled for ready to use (RTU) product along with a spigot for dispensing the RTU product to each centralized dispensing location. Ecolab will continue to provide reusable spray bottles and labels to the centralized location, spray bottles and labels shall be replaced on an as-needed basis, but no less than twice per year.
- e. **Equipment Condition.** All equipment Ecolab installs is either new or remanufactured equipment. If there is equipment that is currently installed at a Commonwealth facility that is suitable for dispensing the appropriate dilutions of the requested Dishwashing Chemicals, Ecolab will assess to ensure it will dispense the required amount of chemical needed to provide a clean, safe environment. Installations will not create a cross connection or a back siphon into the approved water supply. All installations are made in accordance with accepted engineering practices that will ensure compliance with Federal, State, or local laws that our using agencies must meet.

Existing Equipment. Ecolab agrees that any serviceable equipment owned by the Commonwealth or by Ecolab, that is currently installed at a Commonwealth facility and is suitable for dispensing the appropriate Dishwashing Chemicals may remain in operation.

2. **Warewashing Chemicals.** All Offerors shall propose all of the Warewashing Chemicals required in the **Appendix C Lot 1 Cost Submittal** or an approved equal.
 - a. **Certified Green Seal GS-33 Standards.** All Warewashing Chemicals proposed must be Green Seal GS-33 certified or meet Green Seal GS-33 standards found in Criterion 2.5.3 of GS-33. Please reference the green seal web site: www.greenseal.org.
 - b. **EPA Registration Number.** Any sanitizer and disinfectant proposed must be EPA registered. Offerors shall provide valid documentation containing the EPA registration number for each chemical. If an Offeror does not provide valid EPA registration number, the proposal may be deemed non-responsive.
 - c. **PA Department of Agriculture Registration Number.** Sanitizer and disinfectant proposed must be registered with the PA Department of Agriculture. Offerors shall provide valid documentation containing the PA Department of Agriculture registration number for each chemical. If an Offeror does not provide valid documentation containing the PA Department of Agriculture registration number, the proposal may be deemed non-responsive.
 - d. **Product Information.** All Offerors shall provide product data sheets for each chemical being proposed, as it corresponds to the products required on the **Appendix C Lot 1 Cost Submittal**. The product data sheets should describe the chemicals and state the shelf life for each product.
 - e. **Safety Information.** The selected Offeror shall provide Safety Data Sheets (SDSs) (formerly MSDSs or Material Safety Data Sheets) for each hazardous chemical to downstream users to communicate information on these hazards. The SDS shall include information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical. All SDSs provided shall meet or exceed the requirements of Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)), as revised in 2012, or the most recent update of that standard.

- f. Addition/Deletion of Warewashing Chemicals.** The selected Offeror is responsible for notifying the Contracting Officer of discontinued Warewashing Chemicals in a timely manner.
 - g. Replacement.** If a Warewashing Chemical is discontinued, the selected Offeror may propose an equivalent in its place for the same or a lower price. The Contracting Officer, in their sole discretion, shall determine that the proposed Warewashing Chemical is an equivalent. If the selected Offeror cannot provide an acceptable equivalent Warewashing Chemical, DGS may remove the product from the contract.
 - h. New Warewashing Chemicals.** As facility standards are updated, there may be a need to add new Warewashing Chemicals and Dispensing Equipment to the Contract resulting from this RFP in order to accommodate the new standards or policies. These Warewashing Chemicals may be added under Section 47, Changes of the Standard Terms and Conditions. Prices for new Warewashing Chemicals shall be mutually agreed upon between the selected Offeror and the Commonwealth.
 - i. Lifecycle Product Management.** Offerors shall describe their process for handling discontinued Warewashing Chemicals as well as their willingness to comply with the DGS process for addition/deletion of Warewashing Chemicals as stated above.
- 3. Warewashing Test Kits/Consumables.** The selected Offeror shall provide each facility site purchasing products and services under the Contract resulting from this RFP with (1) one Sanitizer Test Kit and Heat Sensitive Testing Tape. The selected Offeror will replenish test chemicals, and Heat Sensitive Testing Tape on a monthly basis. Sanitizer Test Kits shall be replaced on an as-needed basis, but no less than once per year.
- a. Sanitizer Test Kits.** Are used to test/verify sanitizer water strength/efficacy. The Sanitizer Test Kits provided to the facility site purchasing products and services under the Contract resulting from this RFP must be capable of determining the efficacy of all the Warewashing Chemicals and Dispensing Equipment used at that site.
 - b. Heat Sensitive Testing Tape.** Is used to verify a dequate level of heat sanitization in high-heat dish machines. The selected Offeror shall provide Heat Sensitive Testing Tape to facility sites purchasing products and services under the Contract resulting from this RFP that utilize high-heat dish machines for sanitizing.
- 4. Stainless Steel Locking Cabinets.** Several SCI locations require secure solid stainless-steel double locking dispensers. These dispensers must be a minimum of 16-gauge stainless steel, must hold a minimum of 2 products, have all mounting holes located inside the cabinet and have two built in dispensers (one for each product). There cannot be any mesh wiring or viewable windows on this cabinet. The cabinet should lock in the products and an additional cover that can be locked should be utilized to lock down the dispenser buttons, the buttons must also be made of stainless steel. There is no additional cost to the Commonwealth for these required dispensers.

Supplier MUST provide their specification/and or drawing of the stainless-steel locking cabinet when the bid is submitted.

The Issuing Office may request a sample of the stainless-steel locking cabinet after bids are submitted. The sample may be reviewed by the Issuing Office and Scoring Committee for conformance with these requirements. It is the discretion of the Commonwealth to deem the sample acceptable.

ECOLAB RESPONSE:

Sustainability is core to our purpose at Ecolab. Stewardship of natural resources is an integral part of our operational and business strategy, from the way we run our plants and facilities to the products we develop and the way we serve our customers. We have a history of strong environmental performance and have made significant strides in recent years to reduce our environmental impact. Ecolab's R&D team

continually makes improvements of existing solutions, to find ways for our customers to clean MORE, with less product. This makes a drastic impact for both the environment, and for our customers’.

As the global leader in water, hygiene and energy technologies and services, we help customers meet their sustainability goals at more than one million locations around the world. Ecolab is committed to excellence in safety, health and environmental (SH&E) practices and performance across our global operations. Guided by Our Principles, Ecolab is committed to excellence in safety, health and environmental (SH&E) practices and performance across our global operations. Our Global Safety, Health and Environmental position formalizes our commitment to global SH&E.

Ecolab’s annual Sustainability Report can be found here:

<https://www.ecolab.com/sustainability/download-sustainability-reports/previous-and-translated-sustainability-reports>

2. Dishwashing Chemicals. Ecolab has proposed either the exact item requested, or an equal in the **Lot 1 - Cost Submittal**

- a. **Certified Green Seal GS-33 Standards.** All Dishwashing Chemicals proposed are either Green Seal GS-33 certified or meet Green Seal GS-33 standards found in Criterion 2.5.3 of GS-33. **Ecolab worked directly with Green Seal** on this review to ensure the information provided was in alignment with their process. Please reference Exhibit F, Lot 1, GS-33, Criterion 2.5.3 Compliance Review.
- b. **EPA Registration Number.** All sanitizers and disinfectants proposed are EPA registered. EPA and PA Department of Agriculture Registration Numbers are provided.
- c. **PA Department of Agriculture Registration Number.** Sanitizers and disinfectants proposed are registered with the PA Department of Agriculture. EPA and PA Department of Agriculture Registration Numbers are provided.

| Bid Line | Item Code | Description | EPA Reg Number | PA Reg Number |
|----------|-----------|----------------------------|----------------|---------------|
| 10 | 6101205 | NEUT DISINFECT CLNR 2.5GL | 47371-129-1677 | 2007009837 |
| 12 | 6100536 | OASIS 146 MULTI QUAT 2.5GL | 1677-198 | 2004004013 |
| 13 | 6117718 | OASIS 146 MULTIQUAT 15GL | 1677-198 | 2004004013 |

- d. **Product Information.** Ecolab has included product data sheets for each chemical being proposed, as it corresponds to the products required on the **Lot 1- Cost Submittal**. Please reference Exhibit G, Lot 1, Product Data Sheets.

e. **Safety Information.** Ecolab has included Safety Data Sheets (SDSs) for each hazardous chemical in our proposal and will continue to provide them to downstream users to communicate information on these hazards. The SDS include information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical. All SDSs meet or exceed the requirements of Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)), as revised in 2012, or the most recent update of that standard. Please reference Exhibit H, Lot 1, Safety Data Sheets.

f. **Addition/Deletion of Dishwashing Chemicals.** Ecolab will be responsible for notifying the Contracting Officer of discontinued Dishwashing Chemicals in a timely manner.

i. **Replacement.** If a Dishwashing Chemical is discontinued, Ecolab will propose an equivalent in its place for the same or a lower price. The Contracting Officer, in their sole discretion, shall determine that the proposed Dishwashing Chemical is an equivalent. If the selected Offeror cannot provide an acceptable equivalent Dishwashing Chemical, DGS may remove the product from the contract.

ii. **New Dishwashing Chemicals.** Ecolab looks forward to providing solutions and dispensers that meet the needs of the locations as standards or policies shift. Ecolab agrees to add the solutions at mutually agreed upon pricing to the agreement.

iii. **Lifecycle Product Management.** Ecolab is constantly innovating and adjusting offerings to meet the current needs of our customers' needs. If this innovation results in the discontinuation of a contracted item, Ecolab will work with the Commonwealth to comply with the DGS process for adding and deleting Dishwashing Chemicals, complying with the Replacement requirements above.

3. **Dishwashing Test Kits/Consumables.** Ecolab will continue to provide each facility site purchasing products and services under the Contract resulting from this RFP with (1) one Sanitizer Test Kit and Heat Sensitive Testing Tape. Ecolab will continue to will replenish test chemicals, and Heat Sensitive Testing Tape on a monthly basis. Sanitizer Test Kits shall be replaced on an as-needed basis, but no less than once per year.

a. **Sanitizer Test Kits.** Ecolab will provide Sanitizer Test Kits that test/verify sanitizer water strength/efficacy, the kits are capable of determining the efficacy of all the Dishwashing Chemicals and Dispensing Equipment used at that site.

b. **Heat Sensitive Testing Tape.** Ecolab will provide Heat Sensitive Testing Tape that verifies adequate level of heat sanitization in high-heat dish machines. Ecolab will provide Heat Sensitive Testing Tape to facility locations that utilize high-heat dish machines for sanitizing.

4. **Stainless Steel Locking Cabinets.** Ecolab has the required secure dispensers that the have been described, and are already installed where needed for added security throughout the Commonwealth locations. Please reference Exhibit I, Lot 1, Stainless Steel Locking Cabinets, Ecolab will provide a stainless steel locking cabinet for inspection if requested.

B. General.

1. **Policies, Procedures, and Standards.** The selected Offeror shall comply and maintain compliance with all applicable local, state, and federal regulations and laws.
 - a. **Dispensing Equipment.** All installation, service, supplies and maintenance of Warewashing Chemicals and Dispensing Equipment provided by the selected Offeror must be adhered to and remain consistent with all Commonwealth policies.
 - b. **Access to Correctional Facilities.** The selected Offeror shall ensure that all personnel that will require access to Department of Corrections, State Correctional Institutions (SCI) or any other qualifying facility has all required certifications and clearances including but not limited to the Department of Corrections - Prison Rape Elimination Act (PREA) clearances required by CFR - 28 Part 115. Details are available at the [Department of Corrections](#) website.
 - c. **Deliveries to Correctional Facilities.** The selected Offeror or their sub-contractors who utilize regular delivery transportation will have to submit a Centralized Clearance Check Information Request through the original supplier for all drivers (regardless if delivery is inside or outside of the fence). Common carriers will not be required to render clearance requests, however, are subject to search and escort procedures. ALL CARRIERS reporting to outside warehouses must secure their vehicle (windows closed, and doors locked), sign in at warehouse and wait for further directions from Correctional staff.
2. **Cost/Prices.** The proposal submitted by the selected Offeror will be incorporated into any resulting Contract and the Offeror will be required to provide the awarded item(s) at the prices quoted in its proposal.
 - a. **Firm, Fixed Pricing.** At no point is the selected Offeror allowed to unilaterally change products or pricing.
 - b. **Price Updates.** Core item pricing shall not change during the first twelve (12) months of the Contract term. After (12) months, DGS and the selected Offeror will meet to negotiate which items will be added to or removed from the Core List. The rates under the contract may be adjusted every 12 months by applying the U.S. Department of Labor's Producer Price Index ("PPI") **Soap and Other Detergent Manufacturing**, not seasonally adjusted (**PCU 325611325611**). **PLEASE NOTE:** The U.S. Department of Labor's stated Producer Price Index ("PPI") always runs three (3) months behind. The adjustments will be made by DGS fifteen (15) days prior to a adjustment date of the contract. The base line for the first review will be using the final submitted price and the most current PPI published on the bid due date.

Annually the current index will be compared with the established base index and the multiplier will be determined by dividing the current Index by the established base Index. The multiplier will be used to increase or decrease the contract rates by the same amount. The adjustment will be based on the total quoted unit cost. The adjustment portion will then be added to or subtracted from the unit cost depending on PPI fluctuation for the review period. If the resulting calculated price is 2% or less than the current contract price, no price adjustment will be made. Adjustments will only be made when the calculation is greater than 2%. The Commonwealth will issue a change notice identifying all official price adjustments and core list revisions. After such a change, the current Index at the time of the change will become the new base and the new contract rates will become the new base rates.

3. **Approved Equal.** Whenever an item is defined in this RFP by trade name and catalog number of a manufacturer or vendor, the term “or approved equal,” if not inserted therewith shall be implied. Any reference to a particular manufacturer’s product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a “no substitute” is requested. When a “no substitute” is requested, the Issuing Office will consider only proposals for the referenced product only. The term “approved equal” is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which is to be used equally as well as specified. An Offeror quoting on a product other than the referenced product shall: a) furnish complete identification in its proposal of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposed to furnish; and c) indicate any known specification deviations from the referenced product.
4. **New Equipment.** Unless specified in this RFP, all products offered by the Offeror must be new or remanufactured. A “new” product is one that will be used first by the Commonwealth after it is manufactured or produced. A “remanufactured” product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer’s most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this RFP, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Offerors from offering products with recycled content, provided the product is new or remanufactured.
5. **Post-Submission Descriptive Literature.** The Commonwealth may, during its evaluation of the proposed product(s), require the Offeror to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification may result in the rejection of the proposal as non-responsive.

Offeror **must acknowledge** each of the Policies, Procedures, and Standards above, and describe how each requirement shall be met.

ECOLAB RESPONSE:

1. **Policies, Procedures and Standards.** As a nationwide supplier, with global operation, Ecolab complies and maintains compliance with all applicable local, state and federal regulations and laws as standard operating procedures, and it will continue to do so throughout the life of this contract.
 - a. **Dispensing Equipment.** Ecolab equipment is monitored during each service to ensure expected results. Ecolab service commitments will ensure Ecolab personnel are on site to confirm proper functioning of the dispensing equipment, adjusting when needed. If there are issues, they will be addressed by Ecolab’s multi-leveled service team; Territory Manager, District Manager, Area Manager, Regional Manager and ultimately Al Pallanti, the serving Account Manager for the Commonwealth. It is rare that the equipment is not brought to standard by the Territory Manager when notified.
 - b. **Access to Correctional Facilities.** As the current provider of these services, Ecolab service team already has access to the DOC and commits to keeping certifications for access current.

- c. **Deliveries to Correctional Facilities.** Ecolab uses Common Carriers for deliveries, who are well versed at the requirement for deliveries, reporting to outside warehouses must secure their vehicle (windows closed, and doors locked), sign in at warehouse and wait for further directions from Correctional staff.
 2. **Cost/Prices.** Ecolab agrees to honor all pricing extended, incorporating it into the agreement.
 - a. **Firm, Fixed Pricing.** Ecolab commits to not unilaterally changing products or pricing.
 - b. **Price Updates.** Ecolab agrees to the terms outlined for price updates and will work with the Commonwealth after the first twelve (12) months of the contract term negotiating any necessary adjustments
 3. **Approved Equal.** Ecolab has quoted the exact item requested, with the exception of one item (line 3) that required substitution to meet GS-33 requirements. For all items on the solicitation, Ecolab has provided complete identification and descriptive literature.
 4. **New Equipment.** All equipment Ecolab installs is either new or remanufactured equipment. Ecolab has the highest standards for equipment, ensuring all equipment is either new or only rebuilt to a standard that it functions as new. If it doesn't meet the standard of the Issuing Office, a new dispenser will be provided.

Post-Submission Descriptive Literature. Ecolab is ready to provide any information the Issuing Office needs to fully evaluate the products offered. Ecolab has substantial testing and data sheets and will meet the requested timeline for review.

I-5. Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. At a minimum an emergency preparedness plan shall include:

- A. Describe how you anticipate such a crisis will impact your operations.
- B. Describe your emergency response, and continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 1. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees) and;
 2. Identified essential business functions and key employees (within your organization) necessary to carry them out.
- C. Describe your contingency plans for:
 1. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and.

2. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
3. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc. and;
4. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

ECOLAB RESPONSE:

I-5. Emergency Preparedness

As a major provider of vital operational products and services to multiple markets including foodservice, hospitality, healthcare, and food & beverage processing, Ecolab has robust planning, procurement, and manufacturing operations to mitigate the risk of discontinuity in our operations. Ecolab operates numerous manufacturing facilities and distribution centers across the United States and around the world. The decentralization of manufacturing operations inherently helps mitigate business interruptions such as those caused by regional natural disasters. Each of Ecolab's plants have a Business Continuity Plan (BCP) and an Emergency Response Plan (ERP). ERPs cover immediate recovery from an emergency. Once the emergency has been dealt with, the plans shift to recovery. The BCP deals with getting all operations running again as soon as possible or shifting the operations to other locations.

A. Describe how you anticipate such a crisis will impact your operations.

Each of Ecolab's plants has a Business Continuity Plan (BCP) and an Emergency Response Plan (ERP). ERPs cover immediate recovery from an emergency. Once the emergency has been dealt with, the plans shift to recovery. The BCP deals with getting all operations running again as soon as possible or shifting the operations to other locations. For safety and security reasons, we limit sharing of plant-specific plans.

B. Describe your emergency response, and continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:

Please reference [Exhibit J, Lot 1, BCP FAQ](#) and [Exhibit K, Lot 1, BCP Customer Response](#) for thorough responses, addressing specific questions to follow:

1. Employee training in response to emergencies, focuses on the specific circumstances being responded to. This allows relevant, applicable information to be shared timely for immediate application. Relevant to the current Pandemic, examples of COVID training include: Novel Coronavirus (COVID-19) fact sheet; Novel Coronavirus (COVID-19): Just the facts infographic; Novel Coronavirus (COVID-19): Hand Washing Infographic Guide. Please reference [Exhibit L, Lot 1, Emergency Training](#) for examples.
2. As providers of clean, safe healthy environments, Ecolab provides services that are critical no matter the current state of affairs. In times of Emergencies & Pandemics, Ecolab workers are identified as essential business functions and are allowed to carry out their work, Essential Worker Paperwork is provided to use as needed, to freely move about cities to provide service. As we work to provide our customers with excellent service, the safety of our employees always comes first, Ecolab does not ask our team members to put themselves in an environment deemed unsafe.

C. Describe your contingency plans for:

1. **Staffing:** Ecolab has an extensive workforce throughout the country. If an area is hit with illness, or unable to meet the demand for reopening after a natural disaster, our team mobilizes from neighboring states to meet customer needs.
2. **Staff Unable to come to work:** Ecolab has robust online and distance working ability. We've been able to successfully carry out work from home now for over 2 months, meetings carried on via WebEx with both internal and external teams. Ecolab is equipped for success through many possible scenarios.
3. **Communications systems fail:** Ecolab has multiple communication avenues available, email, phones, texting, and intranet websites available for mass communications to all employees. If one method fails, we immediately utilize another method. Ecolab has continued business operations through national emergencies, hurricanes, tornadoes and pandemics. We are prepared to be successful through emergencies.
4. **Third Party Testing:** As a normal course of business, Ecolab regularly reviews the business continuity plans and other protocols with our suppliers and third-party providers to ensure that they are operating in accordance with our standards and able to support us in high-demand situations.

I-6. Work Plan. Describe in narrative form your technical plan for accomplishing the work using the task descriptions set forth below as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. If more than one approach is apparent, comment on why you chose this approach.

- A. Implementation Plan.** Describe your implementation plan to meet the following requirements. Offeror(s) shall submit their proposed implementation methodology for this project. The implementation plan shall include all activities necessary for the implementation of service. The selected Offeror shall meet with the Commonwealth to review the draft implementation plan and gather any additional details required to finalize the implementation plan. A finalized implementation plan shall be submitted to the Commonwealth within ten (10) calendar days from the effective date of the contract. The implementation plan shall account for a Go Live date of no later than 120 calendar days from the effective date of the contract.

ECOLAB RESPONSE:

As the current provider of the services in this solicitation, all State Facilities are already functioning with Ecolab Solutions. Ecolab has proposed one new solutions in this response. Upon award notification, Al Pallanti will meet with the Commonwealth to go over new solutions, identifying the impacted locations to agree upon a plan that takes current inventory into account, and outlines the timeline. Meeting the Go Live date of 120 calendar days will not be an issue.

- B. Dispensing Equipment.** Describe your Dispensing Equipment for all of the Warewashing Chemicals proposed and define their preventative maintenance and testing services.

ECOLAB RESPONSE:

Ecolab has state of the art dispensing systems that are designed for the sole use of Ecolab chemistry. Dispensers for liquid products have a Programming unit, with an accompanying pickup probe, that pulls the programmed amount of chemistry for the application. Solid Chemistry dispensers have a vessel to hold the solid block or container, and then a probe that combines the exact amount of water to the solid to dispense the expected amount for the cleaning cycle. Please reference Exhibit M, Lot 1, Dishwashing Lot Dispensers.

Ecolab is an industry leader, often setting the bar for standards and product acceptability. Dispensers are proprietary to Ecolab and remain the property of Ecolab throughout the life of the contract. All Ecolab Service Representatives are trained on how to install and maintain all Ecolab dispensers. User manuals are available for all Ecolab Dispensing Equipment. Ecolab ensures all dispensers are titrated, dispensing

product as expected, during routine monthly preventative service visits. Please reference the included Service Procedures document for further detail regarding service visits. Titrating and testing the dispensers at the Monthly Service visit, ensures the recommended ratio of product is dispensed, to provide the cleanest results with the lowest cost to the state. All replacement parts/supplies for Ecolab chemical dispensing equipment are provided free of charge and is the responsibility of Ecolab to provide. If the dispenser requires replacement, Ecolab will provide the replacement free of charge – including security boxes.

During Service Visits, Ecolab Service Representatives record service visit details, water conditions, titration test results and provide corrective action on a Service Detail Reports. The electronic report is signed by the designated location representative – and can be emailed to multiple decision makers. Ecolab Service representatives are live locally and are able to be onsite to resolve issues as they arise within 48 hours after being notified by the state agency. All service visits monthly and emergency visits are provided free of charge. Please reference the included Service Reporting Examples, for an example of this report.

- C. Ordering Process.** The selected Offeror must have the ability to accept orders manually, electronically, and over the phone (via a toll-free number) through a single point of contact. The selected Offeror must notify the ordering agency within 24 hours if an item is out of stock, along with the length of the wait time for availability.

ECOLAB RESPONSE:

Ecolab can accept orders both manually, electronically and over the phone, backordered items will be noted at the time of the order and an expected delivery date will be provided.

Order method options:

- Ecolab Service Team Member can take orders at the time-of-service visit
- Phone: (800) 352 – 5326
- Email: govtorders@ecolab.com
- Fax: (651) 225 – 3098
- Ecolab Customer Service is staffed by Ecolab Representatives 24/7/365, phones are answered by a live agent
 - In addition to taking and placing orders, there are Specialty teams that focus on: Returns, Expedited Orders, Equipment Orders, Complaint Management, Customer Experience Metrics
 - Tri-lingual agents are available (English, Spanish, French)

- D. Delivery.** There will be a \$250.00 minimum order per facility per delivery. All orders must be delivered FOB destination at no additional cost to the Commonwealth. The selected Offeror shall abide by each facilities delivery requirements, including any special requirements as designated by each facility.

ECOLAB RESPONSE:

Ecolab will extend free deliveries to the Commonwealth. While Ecolab requests a minimum of 2 cases per order, no minimum order quantity will be imposed and no delivery fees will be charged, all deliveries will be made FOB at no cost to the Commonwealth.

Ecolab will continue to meet special delivery requirements as requested by each facility.

- E. Order Fill/Accuracy Rate.** The selected Offeror must maintain at minimum a 95% fill rate. Fill Rate is defined as “the total number of items on an order filled completely and delivered within the delivery timeframe divided by the total number of items on an order.” The order accuracy rate shall also be maintained at 98% or greater. The order accuracy rate will be defined as the number of correct items delivered divided

by the total number of items in an order. Offerors shall describe their distribution infrastructure and how it will be utilized to meet the delivery requirements of the Commonwealth.

ECOLAB RESPONSE:

Ecolab's goal is a 100% accuracy fill rate. Ecolab warehouses are equipped to handle orders that contain one item, up to a truckload. Warehouse Standard Operating Procedures call for confirming what is keyed is what is loaded on to the pallet for delivery. Each delivery will be combined onto a pallet, shrink wrapped and loaded on the common carrier's truck. This will allow the order to stay together and meet its final expected destination.

F. Returns.

- 1. Correctly Ordered Items.** Any items delivered in poor condition, in excess of the amount ordered, or not included in the purchase document, may at the discretion of the Commonwealth ordering entity, be returned to the selected Offeror at the selected Offeror's expense, including any and all shipping and freight charges within 30 days. Credit for the returned goods shall be made immediately after the selected Offeror receives the returned items. There shall be no restocking fees assessed to the Commonwealth or eligible contract users, except in the event that a Commonwealth ordering entity orders incorrectly.
- 2. Incorrectly Ordered Items.** Any incorrectly ordered items will be returned to the selected Offeror at the expense of the ordering entity, including any and all shipping and freight charges. For items incorrectly ordered the selected Offeror may access a restocking fee not to exceed a 5% restocking fee per item. Credit for returned goods shall be made immediately after the selected Offeror receives the returned item(s).
- 3. Return Procedure.** In the event that a product is rejected at time of delivery, the selected Offeror's driver will take the product back immediately. Replacement product for that rejected product will be delivered to the ordering location within five (5) calendar days or the next delivery date not to exceed fifteen (15) calendar days. For product deemed to be unacceptable after delivery has been made, the ordering entity may contact the selected Offeror's Customer Service Representative to arrange for pickup of product(s), credit for that product(s), and replacement of that product(s).
 - a. Requirements.** The selected Offeror will remove unacceptable product(s) from the ordering location within one week of the date of determination of unacceptable product(s) and notification given to the selected Offeror.
 - b. Repackaging.** The Commonwealth does not have the appropriate means to repackage opened pallets or shipping containers. The selected Offeror must remove unacceptable product(s) from the ordering location as-is including items that are not palletized or returned to their original shipping containers.
 - c. Prompt Removal.** Unacceptable product(s) left at the ordering location for more than ten (10) days will become the property of the Commonwealth to dispose of as they see fit. If invoices have been submitted, selected Offeror will issue credit(s) for the full amount of the product(s) purchased. Offerors shall describe how they will comply with the return policy required by this contract.

ECOLAB RESPONSE:

Returns: Ecolab accepts returns either through the Designated Territory Manager that serves as the Customer Service Representative, as defined by the Commonwealth in D.2 – or through Ecolab's Customer Service Team reachable 24 hours a day / 7 days a week / 365 days a year at: 800 352 5326. Please see specific responses to the following conditions stated by the Commonwealth:

1. **Correctly Ordered Items:** Ecolab agrees to accepting returns of any items delivered in poor condition, in excess of the amount ordered, or not included in the purchase document.
2. **Incorrectly Ordered Items:** As an added value to the Commonwealth, Ecolab will accept all returns of incorrectly ordered items, within 30 days of receipt of the item, no restocking fee will be issued, and Ecolab will issue credit in full for the returned goods, upon receipt of the return.
3. **Return Procedure:** Ecolab will continue to accept refused items at the time of the delivery, the driver will take the product back immediately, and upon notification to Ecolab's service representative for the facility or Ecolab customer service, a replacement order will be keyed immediately, to be delivered on the next delivery date, which will not exceed 15 calendar days. For product found to be unacceptable after delivery has been made, the ordering entity may Ecolab Customer Service Representative or Ecolab Customer Service to arrange for pickup of product(s), credit for that product(s), and replacement of that product(s).
 - a. **Requirements.** Ecolab agrees to remove all unacceptable product within one week of notification.
 - b. **Repackaging.** Ecolab agrees to remove unacceptable product(s) from the ordering location as-is including items that are not palletized or returned to their original shipping containers.

Prompt Removal. If Ecolab leaves unacceptable product(s) left at an ordering location for more than 10 days, we acknowledge it will become the property of the Commonwealth to dispose of as they see fit. If invoices have been submitted, Ecolab will issue credit(s) for the full amount of the product(s) purchased.

- G. Maintenance Plan and Schedule.** There shall be at least one monthly service call at each agency location (excluding any emergency call(s) that may be needed). All maintenance and equipment repair, parts and services shall be provided at no additional cost to the Commonwealth. During the regular monthly service call, it shall be the contractor's responsibility to:
1. Inspect and properly maintain all Dispensing Equipment, whether supplied by the selected Offeror or Commonwealth owned;
 2. Repair any damage to Dispensing Equipment, that renders the equipment inoperable, unreliable, or inefficient;
 3. Replace any Dispensing Equipment that cannot be maintained or repaired;
 4. Check all Dispensing Equipment in operation at the agency, including the functioning of mechanical parts, gauges, valves, and cleanliness of wash arms and rinse nozzles, and make such adjustments as are necessary. Thoroughly clean the dispensers and mechanical parts;
 5. Check solutions for optimum concentration and temperature;
 6. Instruct institution personnel in the proper use of Dispensing Equipment, as well as the Warewashing Chemicals used, to ensure that the highest degree of performance may be achieved on an as needed basis;
 7. Render such other service as is normally provided to other customers of the contractor; and

8. Provide to the head of each facility a written service report, at the time of each call, listing the service performed and any recommendation for corrective action to be taken by the facility.

ECOLAB RESPONSE:

Ecolab Service Representatives ensure desired results are achieved during the monthly service visit, where they inspect kitchen results and test dispensers, for a variety of quality factors including all of the specified responsibilities listed by the Commonwealth, please reference Exhibit N, Lot 1, Ecolab and Service Overview Procedures for more information. At a minimum, during visits, service representatives will:

- Inspect and maintain Dispensers to ensure proper function and concentrations
- Repair any damage to Dispensers
- Replace equipment that cannot be repaired
- Check all dispensing equipment, including functioning of mechanical parts, gauges, valves, and cleanliness of wash arms and rinse nozzles, and make such adjustments as are necessary. Thoroughly clean the dispensers and mechanical parts
- Inspect all solutions for optimum concentration and temperature.
- As needed, service representatives will provide ad hoc training, to ensure staff is properly using equipment and chemicals, so that optimal cleaning is achieved.
- Additionally, service representatives will inspect Wash Temperature, Water Hardness, Rinse and Detergent Titration, Quat Sanitizer, Final Rinse Temperature.
- They then provide a **Service Detail Report** to the manager of the location, recommending corrective action to improve results.

I-6. Quality Control.

- A. **Meetings.** The selected Offeror will be responsible for participating in quarterly meetings with the Contracting Officer. The content, meeting location and date will be discussed and mutually agreed upon by the Commonwealth and the selected Offeror. Offerors shall describe a quarterly meeting format and suggested standard items for review.

ECOLAB RESPONSE:

Ecolab provides Executive Business Reviews on a Quarterly basis. Please reference the included overview, Exhibit O, Lot 1, Quarterly Executive Business Reviews, for more information on Reviews. This review may include, but is not limited to, the following:

- Summary of Regularly Scheduled Service Visits
- Summary of Emergency/Extra Service Visits
- Summary of Programs used by the State
- Overview of Total Cost of Operation, highlighting savings in Water, labor and Water Readings
- Overview of Trainings Performed. Separating out the Dedicated Training Visits and Trainings given during Service Calls
- Locations with the most, and fewest, exceptions noted at the time-of-service visit

- B. **Plan.** All Offerors shall have a quality control plan with procedures to monitor their service quality, including methods for monitoring, identifying, and correcting deficiencies in service. The Offeror shall describe its procedures for monitoring the quality of services in providing the installation, supply and maintenance of

Warewashing Chemicals and Equipment. Offeror shall provide their quality control plan in this **Technical Submittal (Appendix B)**.

ECOLAB RESPONSE:

Your representative has performance measures in place to call you back within **60 minutes of your initial call**. At that time, the service needed will be determined. Within the next 48 hours our Quality Assurance (QA) department contacts the original caller to be sure that he/she is satisfied with our resolution. If there is not satisfaction, the call is then escalated to that representative's **direct manager**. By following up, out the QA department will make sure that the escalated issue has been completed to the customer satisfaction. If not, the issue is then escalated up another level to the manager's manager.

This escalation process continues up until satisfaction is met.

- C. **Service Levels.** The selected Offeror must meet the Service Level Agreements as described in **Appendix E Lot 1 Service Level Agreements**. If the selected Offeror fails to meet Service Level Agreements, Service Credits will be applied as outlined in **Appendix E Lot 1 Service Agreements**.

ECOLAB RESPONSE:

Ecolab commits to meeting the Service Level Agreements as described in Lot 1 - Appendix B, Service Level Agreements. And understands that if we fail to meet Service Level Agreements, Service Credits will be applied as outlined.

- D. **Annual Review.** The selected Offeror will be responsible for conducting an annual review with the Commonwealth. The content, meeting location and date will be determined and mutually agreed upon by the Commonwealth and the selected Offeror. There will be no cost associated to the Commonwealth for this annual review. Prior to the annual review, selected Offeror will be responsible for providing a summary of the last (4) four Contract Quarterly Usage Reports to the Commonwealth.

ECOLAB RESPONSE:

Ecolab looks forward to the opportunity to meet with the Commonwealth annually and agrees to provide the requested quarterly usage reports.

I-8. Reporting.

- A. **Ad Hoc Reporting.** The selected Offeror must be able to create ad hoc reports at the request of the Commonwealth.
- B. **Quarterly Usage Report.** The selected Offeror shall submit a Contract Quarterly Usage Report to the Department that shall include, but not be limited to, the following Data Element information listed below:
1. Agency Name and Address
 2. Agency Account Number
 3. Commonwealth Material Number
 4. Item Description
 5. Supplier/Manufacturer Product Number (SKU)

6. Purchase Date
7. Quantity Ordered
8. Item Price
9. Total Item Cost

ECOLAB RESPONSE:

Ecolab is able to provide both Ad Hoc reporting and the Quarterly Usage Report as described.

I-9. Payment and Invoicing. Payment and invoicing information can be accessed through the [Pennsylvania Office of the Budget](#) website.

I-10. Value Added Services. The Offeror may provide any optional value-added services that are within the scope of the project. Describe in narrative form the value-added services, that will be provided at no cost to Commonwealth, that the Offeror may, at the Department's discretion, make available beyond those specifically identified in this RFP to improve the efficiency, effectiveness, or savings from management services.

ECOLAB RESPONSE:

Sales and Service Team: In addition to the Pennsylvania Sales Team, Ecolab has 2,000+ Sales Associates in the U.S. In times of regional disaster or emergency, Ecolab has the capacity to pull from this staff who have the same in-depth training and expertise, to bring them to the area in need. This resource sets Ecolab far apart from the competition, Ecolab utilized this model in response to Hurricane Sandy in 2012.

Training: In addition to the training described for facility locations, Ecolab has an extensive associate training program that ensures all service associates are provided the training that is required to deliver Best-In-Class Service. Please reference included [Exhibit P, Lot 1, Value Add, Ecolab Associate Training Protocols](#) that each of our associates receives.

Senior Level Support: Ecolab has three senior level support team members who will supplement ensuring the Commonwealth of Pennsylvania is satisfied; Al Pallanti, Sr. Corporate Account Manager II; Heather Sheehan, Vice President of Sales, Government; Tim Burns, Vice President of Facilities.

Tech Service Team: Ecolab has a 24-hour service tech line, SDS emergency line with a registered doctor on hand. MyEcolab.com is available to our customers which includes the ability to obtain SDS as well.

R&D: Ecolab invests over \$200M annually in research and development of patented technologies and products. More than 1600 R&D associates are driven each day to develop cutting edge technology with the goal of providing our customers the most innovative products and equipment in the marketplace. New technologies are constantly being introduced for our customers' collective benefit, rolled out through On-Site trainings delivered by our associates.

Government Sales Team: Located at Ecolab's Global Headquarters, Ecolab has a Government Sales Team who serve as Subject Matter Experts in Government Procurement. This team, consisting of one manager and three analysts, will support the Commonwealth of Pennsylvania agreement, ensuring reporting and pricing remains as contracted. This team also serves as a resource to assist if there are any issues in ordering, returns or service, adding another level of support to ensure the contract runs better than expected.

Corporate Level Customer Service Team: Ecolab has a dedicated team of 400+ Associates who answer the phone, 24/7/365. The agents can get an emergency service request message to the service team, take orders, place returns, and escalate issues as needed for prompt resolution.

Manufacturing: Ecolab has 8 Ecolab-operated manufacturing facilities in the U.S. With the strategic placement of the plants, Ecolab can quickly and efficiently provide Ecolab solutions throughout the U.S.

I-11. Contract Turnover. Upon expiration or termination of the contract, the current selected Offeror shall provide for a mutually agreed upon turnover of its services to the Commonwealth and its successor selected Offeror, as applicable. Provide a final detailed description of the turnover plan for approval by the Commonwealth within six (6) months prior to the last day of the project. Offeror shall be responsible to pay all costs related to the transfer of materials and responsibilities as a normal part of doing business with the Commonwealth. Prior to the last day of the project the selected Offeror must remove all of their Dispensing Equipment at no cost to the Commonwealth. The selected Offeror is required to coordinate all Contract Turnover efforts with the Contract Manager and comply with the requirements of the facility site for access to remove equipment.

ECOLAB RESPONSE:

In the event that Ecolab is not chosen as the most responsible, responsive vendor, we agree to professionally coordinate the turnover of the services and do so in a way that each facility is sure to be operational with the next selected vendor. A plan will be made with the Commonwealth, to ensure expectations are met, accessing the site to pick up the existing equipment.

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, Government Market Analyst [title] of Ecolab Inc. [name of Contractor] a Delaware [place of incorporation] corporation or other legal entity, ("Contractor") located at 1 Ecolab Place, St. Paul, MN 55102 [address], having a Social Security or Federal Identification Number of ██████████, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: _____

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Ben Zuniga 2/16/2022
Signature/Date

Ben Zuniga, Government Market Analyst
Printed Name/Title

Ecolab Inc.
Corporate or Legal Entity's Name
Dale Mrozinski 2/16/2022
Signature/Date

Dale Mrozinski, Government Market Analyst
Printed Name/Title

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

I. REQUIREMENTS

- A.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

| | STATE | PREFERENCE |
|-----|--------------|--|
| 1. | Alaska | 7% (applies only to timber, lumber, and manufactured lumber products originating in the state) |
| 2. | Arizona | 5% (construction materials produced or manufactured in the state only) |
| 3. | Hawaii | 10% |
| 4. | Illinois | 10% for coal only |
| 5. | Iowa | 5% for coal only |
| 6. | Louisiana | 4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products |
| 7. | Montana | 5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials |
| 8. | New Mexico | 5% |
| 9. | New York | 3% for purchase of food only |
| 10. | Oklahoma | 5% |
| 11. | Virginia | 4% for coal only |
| 12. | Washington | 5% (fuels mined or produced in the state only) |
| 13. | Wyoming | 5% |

- B.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

| | STATE | PREFERENCE |
|----|--------------|-------------------|
| 1. | Hawaii | 15% |
| 2. | Idaho | 10% |
| 3. | Louisiana | 3% |
| 4. | Montana | 8% |
| 5. | New Mexico | 5% |
| 6. | Wyoming | 10% |

- C.** The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state or exclude bidders from states that exclude nonresident bidders. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

| | STATE | PREFERENCE |
|----|----------------|---|
| 1. | Alaska | 5% (supplies only) |
| 2. | Arizona | 5% (construction materials from Arizona resident dealers only) |
| 3. | California | 5% (for supply contracts only in excess of \$100,000.00) |
| 4. | Connecticut | 10% (for supplies only) |
| 5. | Montana | 3% |
| 6. | New Mexico | 5% (for supplies only) |
| 7. | South Carolina | 2% (under \$2,500,000.00) 1% (over \$2,500,000.00) |
| | | This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000. |
| 8. | West Virginia | 2.5% (for the construction, repair or improvement of any buildings) |
| 9. | Wyoming | 5% |

| | STATE | PROHIBITION |
|----|--------------|--|
| 1. | New Jersey | For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses. |

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

| | STATE | PROHIBITION |
|----|--------------|---|
| 1. | Alabama | Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . ./and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/ |
| 2. | Georgia | Forest products only |
| 3. | Indiana | Coal |
| 4. | Michigan | Printing |
| 5. | New Mexico | Construction |
| 6. | Ohio | Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General. |
| 7. | Rhode Island | Only for food for state institutions. |

*If the bid discloses that the bidder is offering to supply one of the above-listed products that is manufactured, mined, or grown in the listed state, it shall be rejected. Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C_above). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

| ITEM NUMBER | NAME OF MANUFACTURER | STATE (OR FOREIGN COUNTRY) OF MANUFACTURE |
|-------------------------|----------------------------------|---|
| Lot 1, Line 1 #6110112 | Ecolab Inc. | Texas |
| Lot 1, Line 2 #6110387 | Ecolab Inc. | West Virginia |
| Lot 1, Line 3 #6102149 | Ecolab Inc. | North Carolina |
| Lot 1, Line 4 #6115172 | Ecolab Inc. | West Virginia |
| Lot 1, Line 5 #6110942 | Ecolab Inc. | West Virginia |
| Lot 1, Line 6 #6112716 | Ecolab Inc. | West Virginia |
| Lot 1, Line 7 #6112963 | Ecolab Inc. | West Virginia |
| Lot 1, Line 8 #6112971 | Ecolab Inc. | West Virginia |
| Lot 1, Line 9 #6113505 | Ecolab Inc. | West Virginia |
| Lot 1, Line 10 #6101205 | Ecolab Inc. | West Virginia |
| Lot 1, Line 11 #6117301 | Ecolab Inc. | Texas |
| Lot 1, Line 12 #6100536 | Ecolab Inc. | West Virginia |
| Lot 1, Line 13 #6117718 | Ecolab Inc. | West Virginia |
| Lot 1, Line 14 #6118077 | Ecolab Inc. | West Virginia |
| Lot 1, Line 15 #6101131 | Ecolab Inc. | West Virginia |
| Lot 1, Line 16 #6100185 | Ecolab Inc. | Illinois |
| Lot 1, Line 17 #6110906 | Ecolab Inc. | Texas |
| Lot 1, Line 18 #6129810 | Ecolab Inc. | Texas |
| Lot 1, Line 19 #6100118 | Ecolab Inc. | Illinois |
| Lot 2, Line 1 #6100302 | Advanced Research Chemicals Inc. | Oklahoma |
| Lot 2, Line 2 #6101024 | Ecolab Inc. | Illinois |
| Lot 2, Line 3 #6100302 | Advanced Research Chemicals Inc. | Oklahoma |
| Lot 2, Line 4 #6100292 | Ecolab Inc. | West Virginia |
| Lot 2, Line 5 #6101205 | Ecolab Inc. | West Virginia |
| Lot 2, Line 6 #6100036 | Ecolab Inc. | West Virginia |

| | | |
|-------------------------|----------------------------------|---------------|
| Lot 2, Line 7 #6100536 | Ecolab Inc. | West Virginia |
| Lot 2, Line 8 #6100302 | Advanced Research Chemicals Inc. | Oklahoma |
| Lot 2, Line 9 #6100302 | Advanced Research Chemicals Inc. | Oklahoma |
| Lot 2, Line 10 #6129810 | Ecolab Inc. | Texas |
| Lot 2, Line 11 #6187414 | Camco Chemicals Inc. | Kentucky |
| Lot 2, Line 12 #6101024 | Ecolab Inc. | Illinois |
| Lot 2, Line 13 #6101154 | Ecolab Inc. | West Virginia |
| Lot 2, Line 14 #6101024 | Ecolab Inc. | Illinois |
| Lot 2, Line 15 #6101205 | Ecolab Inc. | West Virginia |
| Lot 2, Line 16 #6100036 | Ecolab Inc. | West Virginia |

IV. BIDDER'S RESIDENCY

- A.** In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address: Ecolab Inc.
Ecolab Global Headquarters
1 Ecolab Place
St. Paul, MN 55102

- B.** In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:
- 1.** Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: Not Applicable
 - 2. a.** If the bidder is a corporation:
 - (1)** The corporation is or is not incorporated under the laws of the Commonwealth of Pennsylvania.
 - (a)** If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation:
 - (b)** If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: 1974
 - (2)** The corporation is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: Ecolab Inc., is doing business as Ecolab Inc.
 - b.** If the bidder is a partnership:
 - (1)** The partnership is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____
 - (2)** The partnership is or is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: _____
 - c.** If the bidder is an individual:

He or she is or is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____

IRAN FREE PROCUREMENT CERTIFICATION FORM


(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

| | |
|--|-----------------------------------|
| <i>Vendor Name/Financial Institution (Printed)</i> Ecolab Inc. | |
| <i>By (Authorized Signature)</i>  | |
| <i>Printed Name and Title of Person Signing</i> Dale Mrozinski, Government Market Analyst | <i>Date Executed</i> 2/16/2022 |

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

| | |
|--|----------------------|
| <i>Vendor Name/Financial Institution (Printed)</i> | |
| <i>By (Authorized Signature)</i> | |
| <i>Printed Name and Title of Person Signing</i> | <i>Date Executed</i> |

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, [65 P.S. §§ 67.101—67.3104](#), or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

Ecolab Inc.

Contact information for submitting party:

Ben Zuniga
Benjamin.zuniga@ecolab.com
Office: 952-852-2409

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Bid Proposal

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

In response to RFP for Dilution Control Chemicals for Warewashing and Dilution Control Systems and Chemicals for General Cl. # 6100053671

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: *(Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26)).*

- No information has been included that I believe is exempt from public disclosure.
- Information has been included that I believe is exempt from public disclosure.

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

| <u>Page Number</u> | <u>Description</u> | <u>Explanation</u> |
|--------------------|--------------------|--------------------|
| | | |
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| | | |

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.



Signature

Government Market Analyst

Title

2/16/2022

Date

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

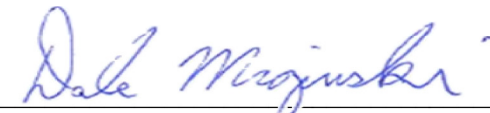
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<https://www.gsa.gov/Forms/TrackForm/33144>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: 

TITLE: Government Market Analyst DATE: 2-16-2022


COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500, or \$500 for a Department of General Services Self-Certified Small Business, or \$166 for a Department of General Services-verified Small Diverse Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, you must submit a copy of your active Small Business Contracting Program certificate with your bid response.

Ecolab Inc.

Corporate or Legal Entity Name

 2/16/2022
Signature/Date

Dale Mrozinski, Government Market Analyst

Printed Name/Title



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

| | |
|---|-------------|
| | |
| Signature | Date |
| <u>Dale Mrozinski</u> | |
| Name (Printed) | |
| <u>Government Market Analyst</u> | |
| Title of Certifying Official (Printed) | |
| <u>Ecolab Inc.</u> | |
| Contractor/Grantee Name (Printed) | |



RECOMMENDATION FOR CONTRACTOR SELECTION

Date: July 14, 2022

To: Janice Pistor
Contracting Officer

From: Stan Pakoskey
Issuing Officer

RE: Evaluation of Proposals Submitted in Response to
Dilution Control Chemicals for Warewashing and Dilution Control Systems and
Chemicals for General Cleaning
RFP 6100053671

PREFACE

The Issuing Office designated to conduct the Dilution Control Chemicals for Warewashing and Dilution Control Systems and Chemicals for General Cleaning procurement has completed its evaluation in accordance with Commonwealth policies and procedures. As further described below, Ecolab, Inc. (Lot 1) and State Industrial Products (Lot 2) are recommended for selection for contract negotiations for Dilution Control Chemicals for Warewashing and Dilution Control Systems and Chemicals for General Cleaning. This memorandum also documents that all necessary steps were taken in conducting the procurement in accordance with the provisions of the Commonwealth Procurement Code (Code). To the extent that written determinations are required under the Code for any of the following steps and no attached record exists, this memorandum shall serve as written confirmation that such step occurred.

PROCESS

- A. **DETERMINATION TO USE COMPETITIVE SEALED PROPOSAL METHOD:** As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.
- B. **PUBLIC NOTICE:** Public notice of the RFP was posted on the DGS website on 1/5/2022.
- C. **EVALUATION COMMITTEE:** An evaluation committee was established consisting of agency representatives from the Department of General Services, Department of Corrections, and the Department of Military and Veterans' Affairs.

- D. **ADDENDA TO THE RFP:** Potential offerors were given the opportunity to submit questions concerning the procurement to the Issuing Office. The official responses to the questions were incorporated into the RFP through the electronic procurement tool.

EVALUATION

- A. **EVALUATION CRITERIA:** The Issuing Office established the relative importance of the major evaluation criteria prior to opening the proposals, consisting of technical [35%] and cost [65%].
- B. **PROPOSAL OPENING:** Proposals were opened in a manner to avoid disclosure of their contents to competing offerors. The technical submittals were distributed to the evaluation committee. The Issuing Office retained the cost submittals until the evaluation committee completed its technical evaluation.
1. The RFP was divided into two (2) “lots” for which offerors were free to propose in any combination: LOT 1 – Dilution Control Systems and Chemicals for Warewashing; and LOT 2 – Dilution Control Systems and Chemicals for General Cleaning. The Commonwealth reserved the right in the Jaggaer Description, Section 4. Project Description, to make an award either by individual lots or on a total lot basis in the best interests of the Commonwealth.
 2. Offerors were afforded approximately **44 days** to respond to the RFP. A total of three (3) proposals were received on or before the due date of 2/18/2022. Five companies responded by stating that they would not be submitting proposals or did not complete their response prior to the close date.
- C. **CLARIFICATIONS AND ORAL PRESENTATIONS:** In accordance with the Discussions for Clarifications, contained within the Description Section of the RFP, written clarifications were requested from the offerors based on the initial technical evaluation to assure full understanding and responsiveness to the RFP requirements.
- D. **NON-RESPONSIBLE PROPOSALS:** It was determined that a total of three offerors did not possess the capability to fully perform the contract requirements for a specific lot as set forth in the RFP in all respects; one supplier for Lot 1 and two suppliers for Lot 2. Therefore, their proposals were rejected as not responsible.
- E. **RESULTS OF EVALUATION:**
1. The evaluation committee reported the results of its technical evaluation to the Issuing Office.
 2. As indicated in the Overall Scoring, **no** Offerors’ technical submittals failed to receive 75% of the available technical points required to be considered for selection for best and final offers or selection for contract negotiations.



3. The Issuing Office evaluated and scored the cost proposals and combined the technical scores, cost scores, and bonus points.
4. **OVERALL SCORING:** The overall scoring for this procurement concluded as follows:

| <i>Offeror</i> | <i>Technical Score</i> | <i>Cost Score</i> | <i>DW Bonus</i> | <i>Overall Score</i> |
|---|------------------------|-------------------|-----------------|----------------------|
| Ecolab, Inc. (Lot 1) | 350 | 650 | 30 | 1030 |
| State Industrial Products(Lot 2) | 350 | 650 | 30 | 1030 |
| <i>Suppliers Not Meeting the 75% Threshold</i> | N/A | | | |

5. **LOT RECOMMENDATION:** Therefore, the Issuing Office recommends that the Commonwealth opt to award this procurement on an individual lot basis.
6. **HIGHEST OVERALL SCORES:** After combining the final technical scores, cost scores and bonus points in accordance with the relative weights assigned to these areas and fixed prior to the opening of the proposals, the proposal submitted by Ecolab, Inc. for Lot 1 and State Industrial Products for Lot 2, received the highest overall score.
7. **SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE COMMITMENTS:** The Issuing Office and the Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) identified this procurement as potentially eligible for the setting of Small Diverse Business (SDB) and/or Veteran Business Enterprise (VBE) participation goals. However, after analyzing the solicitation for subcontracting opportunities and researching available SDB and/or VBE firms to perform commercially useful functions, the Issuing Office and BDISBO determined that the SDB and/or VBE participation opportunities for the scope of work for this procurement are de minimis. Therefore, the Issuing Office and BDISBO declined to set SDB or VBE participation goals for this procurement.
8. **DOMESTIC WORKFORCE:** As part of its proposal, Ecolab, Inc. (Lot 1) and State Industrial Products (Lot 2) have certified that 100% of the work for this project will be performed in the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed in the World Trade Organization (WTO) Government Procurement Agreement.
9. **CONTRACTOR RESPONSIBILITY:** Ecolab, Inc. (Lot 1) and State Industrial Products (Lot 2) and its subcontractors required to be disclosed or approved by the Commonwealth have been verified as responsible contractors in accordance with management directives, the Procurement Handbook and the Code, as applicable.



RECOMMENDATION.

As the Issuing Officer, I recommend that Ecolab, Inc. for Lot 1 and State Industrial Products for Lot 2 be selected for contract negotiations. This recommended selection is based upon the results of the evaluation and review of the proposals as summarized above. Based on the cost submittal of these Offerors, the total value for the initial term of the Contract is \$4,500,000. **The term of the contract will be 5 years, with 5 one-year additional renewals.**

CONTRACTING OFFICER DETERMINATION:

Based upon the results of the evaluation and the above recommendation, I have determined the proposal submitted by Ecolab, Inc. (Lot 1) and State Industrial Products (Lot 2) are the most advantageous to the Commonwealth.

I disapprove the recommendation.

Janice M. Pistor 07/19/22 _____
Janice Pistor Date
Chief Procurement Officer

AGENCY HEAD AUTHORIZATION:

Based upon the Contracting Officer's determination, I authorize the Issuing Office to proceed with contract negotiations with Ecolab, Inc. (Lot 1) and State Industrial Products (Lot 2)

Ken Hess
Ken Hess 7/19/22
Deputy Secretary for Procurement Date