FACILITIES MRO GENERAL CONTRACT OVERVIEW

(Maintenance, Repair and Operations)

STATE OF IDAHO

Each Contractor will have contract specific overviews created. The information in this document is the generic information provided for all Contractors. Please see each MRO Contractor Info Sheet for information specific to each Contractor.

CATEGORY DESCRIPTIONS

The ITB was comprised of eleven (11) Mandatory Use Categories and seven (7) Optional Use Categories. Category 8 Power and Hand Tools was not awarded from this solicitation and will be bid under a different solicitation. All products classified under that category are excluded from these contracts.

**Mandatory Use Categories:**

1. HVAC Code 4010

2. Air Filters Code 40161505

3. Lamps, Ballasts & Fixtures Codes 3911 and 3910

4. Electrical Code 3912

5. Fasteners Code 3116

6. Paint & Accessories Code 3121

7. Plumbing Codes 3018 thru 4014

9. Janitorial Supplies Codes 4713 and 4712

10. Safety Code 4618 (Excludes Public Safety Equip.)

11. Paper/Plastic Products Code *60122503, 47121701, 14111703*

**Optional Use Categories:**

12. Batteries & Flashlights Code 26111702, 39111610

13. Outdoor Garden Code 27112

14. Welding/Soldering Code 2327 (Excludes gas)

15. Security Code 4617

16. Pneumatic Tools Code 2713

17. Motors & Accessories Codes 2700 and 2711

18. Material Handling Codes 2410 and 3019

These Contracts will be predominantly for the purchase of goods. Where ancillary services are included, such as towel dispenser installation, training, etc., the category descriptions will define the only allowable services. For each category, the State has provided examples of included items for illustrative purposes. In the event of any dispute, the State will make the final determination of how any given item is to be categorized.

Allowable products for each category are detailed below:

**MANDATORY USE CATEGORIES:**

**CATEGORY 1. HVAC:** *UNSPSC Code 4010*

The products allowed in this category include but are not limited to: motors, fans, ventilators, evaporation coolers/coils, condenser units, blowers, air cleaners, controls, thermostats, portable heaters, ductwork and fittings, gases, etc. **No installation, maintenance or repair services are included.**

**CATEGORY 2. Air Filters***: UNSPSC Code 40161505*

The products allowed in this category include but are not limited to: Air filters for HVAC units. **EXCLUDED: Automotive air filters. No installation, maintenance or repair services are included.**

**CATEGORY 3. Lamps, Ballasts & Fixtures:** *UNSPSC Codes 3911 and 3910*

The products allowed in this category include but are not limited to: LED/CFL lamps or bulbs, ballasts, lighting fixtures, lighting retro fit kits, light bars (non-automotive) light diffusers, track lighting, recessed lighting, lighting accessories. **EXCLUDED: light towers with attached generators and portable lighting (see Category 12 Batteries and Flashlights). No installation, maintenance or repair services are included.**

**CATEGORY 4. Electrical:** *UNSPSC Codes 3912*

The products allowed in this category include but are not limited to: wire, cable, connectors, relays, switches, fans, receptacles, and circuit breakers, etc. **No installation, maintenance or repair services are included.**

**CATEGORY 5. Fasteners:** *UNSPSC Code 3116*

The products allowed in this category include but are not limited to: nuts, bolts, screws, nails, ties, washers, anchors, rivets, spacers, pins, extractors, etc. **No installation, maintenance or repair services are included.**

**CATEGORY 6. Paint & Accessories:** *UNSPSC Code 3121*

The products allowed in this category include but are not limited to: paint, brushes, scrapers, dry wall compound, masks, drop cloths, sand paper, stirrers, stripping compound, sealers, stain, spackle, thinner, trays, rollers, etc. **No installation, maintenance or repair services are included.**

**CATEGORY 7. Plumbing:** *UNSPSC Codes 3018 through 4014*

The products allowed in this category include but are not limited to: filters, faucets, pipes, clamps, seals, sink components, drains, shower and tub components, toilet seats and units, valves, repair parts, PVC pipe, copper tubing, brass and standard pipe fittings, etc. **No installation, maintenance or repair services are included.**

**CATEGORY 9. Janitorial Supplies:** *UNSPSC Codes 4713 and 4712*

The products allowed in this category include but are not limited to: cleaning agents, floor sweepers/scrubbers, floor machine pads, polishes, dusters, dust pans, trash cans, plungers, steam cleaners, vacuums, mops, brooms, squeegees, ash trays, cleaning equipment, cleaning rags, sponges, scouring pads, urinal/toilet accessories, air hand dryers, air fresheners, drain cleaners, spill kits, cleaning cloths/wipes, and granular absorbents. **EXCLUDED: laundry, ware washing, and janitorial chemical management systems and all products related to Category 11 – Paper/Plastic Products. No installation, maintenance, janitorial or repair services are included.**

**CATEGORY 10. Safety:** *UNSPSC Code 4618*

The products allowed in this category include but are not limited to: spill kits, hazardous waste disposal kits/supplies, safety glasses/goggles, respiratory protection, fall protection, safety hoods, safety/work gloves, ear plugs/protection, hard hats, safety vests, eye washers/eye wash stations, safety ladders, elbow/knee guards/protectors, safety floor mats, anti-static equipment/supplies. EXCLUDED: public safety equipment, footwear, and uniforms. No installation, maintenance or repair services are included.

**CATEGORY 11. Paper/Plastic Products:** *UNSPSC Code 60122503, 47121701, 14111703*

The products allowed in this category include but are not limited to: bath tissue (including dispensers), hand towels (including dispensers), plastic bags and liners, paper and plastic cups/plates/bowls, plastic bags of various sizes and types, Styrofoam/paper/plastic cups and containers. **No installation, maintenance or repair services are included except as outlined in Appendix 3 - Special Terms and Conditions, Section 28.**

**OPTIONAL USE CATEGORIES:**

Optional use categories will not be mandatory use for state agencies.

**CATEGORY 12. Batteries & Flashlights:** *UNSPNC Codes 26111702, 39111610*

The products allowed in this category include but are not limited to: Standard batteries (AA, AAA, C, D, 9-volt etc.), lithium Ion batteries, specialty batteries, flashlights, portable lighting, etc. **EXCLUDED: Automotive related products and light towers. No installation, maintenance or repair services are included.**

**CATEGORY 13. Outdoor Garden:** *UNSPNC Code 27112*

The products allowed in this category include but are not limited to: hardscaping, potting soils, fertilizer, ground covers, sprinklers and all related sprinkler system hardware (pipe, sprinkler heads, pipe glue, etc.), wheel barrows, chainsaws, power washers, lawn mowers, trimmers, blowers, garden tools, etc. **EXCLUDED: live plants/trees. No installation, maintenance or repair services are included.**

**CATEGORY 14. Welding/Soldering:** *UNSPNC Code 2327 (does not include gas)*

The products allowed in this category include but are not limited to: plasma and arc welders, solder, flux, welding wire and pencils, soldering irons, torch strikers etc. **No installation, maintenance or repair services are included.**

**CATEGORY 15. Security**: *UNSPNC Code 4617*

The products allowed in this category include but are not limited to: Padlocks, door locks, chain, lockers, lock or key boxes, safes, etc. EXCLUDED: alarm systems, surveillance systems, body scanners, video monitors. **No installation, maintenance or repair services are included.**

**CATEGORY 16. Pneumatic Tools**: *UNSPNC Code 2713*

The products allowed in this category include but are not limited to pneumatic versions of any of the following: hammers, drills, compressors/related hoses, sanders, hand tools. etc. **No installation, maintenance or repair services are included.**

**CATEGORY 17. Motors & Accessories:** *UNSPNC Codes 2700 and 2711*

The products allowed in this category include but are not limited to: generators, electric motors, belts, pulleys, gears, power transmissions, etc. **EXCLUDED: Automotive related products. No installation, maintenance or repair services are included.**

**CATEGORY 18. Material Handling**: *UNSPNC Codes 2410 and 3019*

The products allowed in this category include but are not limited to: Carts, scales, bubble wrap/packaging materials, boxes, shelving, tape measures, levels, storage, ladders, winches, pallets, dolly, casters, etc. **No installation, maintenance or repair services are included.**

**EXCLUDED**:

**CATEGORY 8. Power & Hand Tools:** *UNSPSC Codes 2700 and 2711*

The products allowed in this category include but are not limited to: wrenches, screwdrivers, pliers, pliers, saws, drills, masonry/concrete/woodworking tools, hammers, bits, vises, heat/glue/caulking/staple guns, scythes/ sickles, shovels, rakes, hoes, grinders, lathes, chisels, brooms, files, awls, levels, stud finders, pipe bending tools, picks, axes, hatchets, machetes, chainsaws, post-holers, utility knives, and clamps. This includes various types of the above list including hand and power versions. Battery Powered options are also included. No installation, maintenance or repair services are included.

Awards by Category

**MANDATORY USE CATEGORIES**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Cat 1 HVAC** | **AREA A** | **AREA B** | **AREA C** |  | **Cat 5 Fasteners** | **AREA A** | **AREA B** | **AREA C** |  | **Cat 9 Janitorial Supplies** | **AREA A** | **AREA B** | **AREA C** |  |
| Sid Tool Co (MSC) | X | X | X |  | Fastenal | X | X | X |  | Brady Industries | X | X | X |  |
| WW Grainger | X | X | X |  | WW Grainger | X | X | X |  | Gem State Paper | X | X | X |  |
|  |  |  |  |  | Lawson Products | X | X | X |  |  |  |  |  |  |
| **Cat 2 Air Filters** | **AREA A** | **AREA B** | **AREA C** |  |  |  |  |  |  | **Cat 10 Safety** | **AREA A** | **AREA B** | **AREA C** |  |
| Fastenal | X | X | X |  | **Cat 6 Paint & Accessories** | **AREA A** | **AREA B** | **AREA C** |  | Fastenal | X | X | X |  |
| WW Grainger | X | X | X |  | Fastenal | X | X | X |  | Sid Tool Co (MSC) | X | X | X |  |
|  |  |  |  |  | Sherwin Williams | X | X | X |  | WW Grainger | X | X | X |  |
| **Cat 3 Lamps, Ballasts Fixtures** | **AREA A** | **AREA B** | **AREA C** |  |  |  |  |  |  |  |  |  |  |  |
| Graybar |  | X | X |  | **Cat 7 Plumbing** | **AREA A** | **AREA B** | **AREA C** |  | **Cat 11 Paper & Plastic Products** | **AREA A** | **AREA B** | **AREA C** |  |
| Sid Tool Co (MSC) | X |  |  |  | Sid Tool Co (MSC) | X | X | X |  | Brady Industries | X | X | X |  |
| WW Grainger | X | X | X |  | WW Grainger | X | X | X |  | Fastenal | X | X | X |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Cat 4 Electrical** | **AREA A** | **AREA B** | **AREA C** |  | **Cat 8 Power & Hand Tools** |  |  |  |  |  |  |  |  |  |
| Fastenal | X | X | X |  | **NO AWARDS MADE** | | | |  |  |  |  |  |  |
| Graybar |  | X | X |  |  |  |  |  |  |  |  |  |  |  |
| WW Grainger | X |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **OPTIONAL USE CATEGORIES** | | |  | |  | |  | |  |  |  |  |  |  |  |  |  |
| **Cat 12 Batteries & Flashlights** | **AREA A** | **AREA B** | | **AREA C** | |  | | **Cat 15 Security** | | **AREA A** | **AREA B** | **AREA C** |  | **Cat 17 Motors & Accessories** | **AREA A** | **AREA B** | **AREA C** |
|  |  |  | |  | |  | |  | |  |  |  |  |  |  |  |  |
| Fastenal | X | X | | X | |  | | Fastenal | | X | X | X |  | Fastenal | X | X | X |
| Gem State Paper | X | X | | X | |  | | Sid Tool Co (MSC) | | X | X | X |  | Sid Tool Co (MSC) | X | X | X |
| Sid Tool Co (MSC) | X | X | | X | |  | | WW Grainger | | X | X | X |  | WW Grainger | X | X | X |
| WW Grainger | X | X | | X | |  | |  | |  |  |  |  |  |  |  |  |
|  |  |  | |  | |  | | **Cat 16 Pneumatic Tools** | | **AREA A** | **AREA B** | **AREA C** |  | **Cat 18 Material Handling** | **AREA A** | **AREA B** | **AREA C** |
| **Cat 13 Outdoor Garden** | **AREA A** | **AREA B** | | **AREA C** | |  | |  | |  |  |  |  |  |  |  |  |
|  |  |  | |  | |  | | Fastenal | | X | X | X |  | Fastenal | X | X | X |
| Fastenal | X | X | | X | |  | | Sid Tool Co (MSC) | | X | X | X |  | Sid Tool Co (MSC) | X | X | X |
| Sid Tool Co (MSC) | X | X | | X | |  | | WW Grainger | | X | X | X |  | WW Grainger | X | X | X |
| WW Grainger | X | X | | X | |  | |  | |  |  |  |  |  |  |  |  |
|  |  |  | |  | |  | |  | |  |  |  |  |  |  |  |  |
| **Cat 14 Welding & Soldering** | **AREA A** | **AREA B** | | **AREA C** | |  | |  | |  |  |  |  |  |  |  |  |
|  |  |  | |  | |  | |  | |  |  |  |  |  |  |  |  |
| Fastenal | X | X | | X | |  | |  | |  |  |  |  |  |  |  |  |
| Sid Tool Co (MSC) | X | X | | X | |  | |  | |  |  |  |  |  |  |  |  |
| WW Grainger | X | X | | X | |  | |  | |  |  |  |  |  |  |  |  |

Awards by Vendor

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Brady Industries** | **Cat 9 Janitorial Supplies** |  | **Sid Tool (MSC)** | **Cat 1 HVAC** |
|  | **Cat 11 Paper & Plastic Products** |  |  | **Cat 3 Lamps, Ballasts Fixtures** |
|  |  |  |  | **Cat 7 Plumbing** |
| **Fastenal** | **Cat 2 Air Filters** |  |  | **Cat 10 Safety** |
|  | **Cat 4 Electrical** |  |  | **Cat 12 Batteries & Flashlights** |
|  | **Cat 5 Fasteners** |  |  | **Cat 13 Outdoor Garden** |
|  | **Cat 6 Paint & Accessories** |  |  | **Cat 14 Welding & Soldering** |
|  | **Cat 10 Safety** |  |  | **Cat 15 Security** |
|  | **Cat 11 Paper & Plastic Products** |  |  | **Cat 16 Pneumatic Tools** |
|  | **Cat 12 Batteries & Flashlights** |  |  | **Cat 17 Motors & Accessories** |
|  | **Cat 13 Outdoor Garden** |  |  | **Cat 18 Material Handling** |
|  | **Cat 14 Welding & Soldering** |  |  |  |
|  | **Cat 15 Security** |  | **Sherwin Williams** | **Cat 6 Paint & Accessories** |
|  | **Cat 16 Pneumatic Tools** |  |  |  |
|  | **Cat 17 Motors & Accessories** |  | **WW Grainger** | **Cat 1 HVAC** |
|  | **Cat 18 Material Handling** |  |  | **Cat 2 Air Filters** |
|  |  |  |  | **Cat 3 Lamps, Ballasts Fixtures** |
| **Gem State Paper** | **Cat 9 Janitorial Supplies** |  |  | **Cat 4 Electrical** |
|  | **Cat 12 Batteries & Flashlights** |  |  | **Cat 5 Fasteners** |
|  |  |  |  | **Cat 7 Plumbing** |
| **Graybar** | **Cat 3 Lamps, Ballasts Fixtures** |  |  | **Cat 10 Safety** |
|  | **Cat 4 Electrical** |  |  | **Cat 12 Batteries & Flashlights** |
|  |  |  |  | **Cat 13 Outdoor Garden** |
| **Lawson Products** | **Cat 5 Fasteners** |  |  | **Cat 14 Welding & Soldering** |
|  |  |  |  | **Cat 15 Security** |
|  |  |  |  | **Cat 16 Pneumatic Tools** |
|  |  |  |  | **Cat 17 Motors & Accessories** |
|  |  |  |  | **Cat 18 Material Handling** |

CONTRACT INFORMATION:

**SINGLE PRODUCT LIMIT**

Products with a single unit cost in excess of $5,000.00, after discount, are excluded from the resulting contract(s). When analyzing the cost of a product, the State will include the cost of any components or accessories that would reasonably be considered part of a single unit. Contractors are prohibited from separating or itemizing quotes unnecessarily in order to avoid the single product limit.

**PRICING**

Contract Pricing (after the discount is applied) must be fully burdened, to include: service fees and other additional costs, the 1.25% Administrative Fee as outlined in Section 5 of the State’s Standard Terms and Conditions, small order charges, minimum order charges, special order charges, shipping costs (except Rush Delivery), hazardous materials charges, costs of pallets, fuel charges, surcharges, and any other costs associated with providing the products in accordance with the requirements of the ITB, FOB Destination, inside delivery.

Each Contractor has submitted a Catalog for each Category bid. They have also submitted Category Discounts for each Area Bid. Discount Matrices for each Contractor will be provided on each MRO Contractor Info Sheet. Products within each awarded category are allowed to vary, however, the discounts provided for each Area are considered “Ceiling Pricing” in that a Contractor may increase the discount or provide more advantageous pricing in any way for any reason (example: high quantity, large dollar single purchase, etc.). Each Contractor must price their products with AT LEAST the percent discount outlined in their Proposal and provided to Ordering Agencies on each MRO Contractor Info Sheet.

**MULTIPLE AWARD**

Multiple awards were made under Idaho Code Section 67-9211. Agencies are required to comply with subsection (3) requiring them to solicit pricing from all Contractors who offer the products needed. It is the Agencies responsibility to comply with all requirements outlined in the Procurement Act, including documentation of all purchases.

**SOURCED PRODUCTS**

Sourced Products are products which are not included in the Contractor’s current catalog but fall within established product categories. In the event of a dispute as to whether a product falls within an established product category, the State’s determination will be conclusive and binding.

In order to offer a Sourced Product:

* The Contractor must already have a publicly recognized business partnership with the “brand” offered as a sourced product.
* Contractors may only source products if they are asked to by an Ordering Agency.
* Sourced products will remain optional for the duration of the Contract unless they are added to Contractor’s catalog within the designated category and meet the category definition provided in the ITB.

**VOLUME DISCOUNTS**

Additional volume and other price discount options are encouraged to be extended by the Contractors. If agencies can anticipate usage to aggregate spend and reach out to the Contractors to discuss their needs, then Agencies may receive deeper discounts, if available.

**FORCED SUBSTITUTIONS**

Forced substitutions are not allowed. If an ordered product is out of stock, Contractors must notify the Ordering Agency for prior approval before substituting for the out of stock product.

**MINIMUM ORDERS**

Contractors cannot require a minimum dollar amount to fulfill an order.

**IN-STORE PURCHASES:**

If the Contractor operates or has special arrangements with physical locations, the Contractor must extend Contract pricing for in-store purchase and must have a method instituted to identify an Ordering Agency so that Contract pricing will be made available during check out.

**PACKAGING**

All orders packed for shipping and delivery must be individually wrapped and labeled with the Ordering Agency's name, location (street address, building, floor and room number), specific delivery point designation, name of ordering person (if required), order number, and number of cases. A packing list must be included with each order.

**RETURNS**

* Damaged Products

Any products delivered in poor or damaged condition, or in error (including or additional products, quantities, etc.) may, at the discretion of the Ordering Agency, be returned to the Contractor, at the Contractor’s expense, within thirty (30) calendar days of the Ordering Agency having received them. Credits for returned products must be provided immediately once the Contractor receives the returned products.

* Failure of Performance

If any product is rejected and returned to a Contractor for failure of performance, the Contractor must, at the State’s option, either refund all amounts paid to the Contractor for such product or replace the product, and the following will apply:

* Within twenty (20) calendar days of written notification by the Ordering Agency, the Contractor must make arrangements for the return of the product.

* The Contractor will be responsible for all costs associated with returning the product.
* The Contractor will be liable for damages to the product in transit, unless caused by fault or negligence of the Ordering Agency during the return process.
* If the product is replaced, the replacement product must comply with all contractual requirements, and must be delivered to the Ordering Agency within 48 hours of notification of rejection of the original product.
* Unopened Products

The Contractor must provide a full credit (including return freight charges, if applicable) for all unopened products returned within ten (10) business days after receipt. The Contractor may not charge any restocking fees and the Agencies must not incur any return freight charges. The Contractor must notify the freight company and settle any claims.

* Prior to the Service Start Date of the Contract, the Contractor must provide to the State the customer service telephone number that Ordering Agencies must use to arrange for returns. The Contractor may also provide an email address and identify a method for arranging returns within its web-based ordering system (if applicable).

**INSPECTION**

In addition to any other typical means of inspection, the Ordering Agency may immediately reject any product if the package is visibly damaged or is clearly in error. If the Ordering Agency rejects products, either at the time of delivery or at any time within the Acceptance period defined in the State of Idaho Standard Contract Terms and Conditions, Section 18, the Contractor must replace the products within two (2) business days of the notice of rejection.

**DELIVERY**

* Prices for all products associated with this Contract are to be FOB Destination, inside delivery, anywhere within the Areas bid.
* Rush Delivery requiring special shipping and handling will be at the Ordering Agency’s expense (with prior written approval from the Ordering Agency). Rush Delivery provided as a result of the Contractor’s error, and not at the request or required by the Ordering Agency, will be at the Contractor’s expense.
* Delivery must be available for every product offered within the Bidders standard catalog.
* Acceptable hours for deliveries vary by location, and some facilities do not accept palletized deliveries. It is the Contractor’s responsibility to ascertain the acceptable delivery times and packing requirements for each customer at the time the first orders are placed. Typically, delivery times will be between 8:00 am and 5:00 pm MT; excluding weekends and holidays. State of Idaho holidays can be found at:

[https://www.sos.idaho.gov/general/holidays.html](https://www.sos.idaho.gov/general/holidays.html%20)

* **Non-Delivery**: After notification of impending short or out-of-stock products, Ordering Agencies may cancel the balance of incomplete deliveries without penalty. Ordering Agencies may purchase shorted or out-of-stock products from other sources until they are available from the Contractor within the contract’s required delivery time.
* Delivery time for in-stock products must not exceed forty-eight (48) hours for all points within the awarded Areas.
* Special Order or non-stock products must not exceed ten (10) business days within the awarded Areas.
* Any deviations from the timelines identified in this section must be agreed to in writing by the Ordering Agency prior to shipping.
* All orders must be delivered directly to the Ordering Agency and must contain a packing slip/bill of lading with the following information: Line product description, date ordered, quantity ordered, quantity included in shipment, any backordered products, unit price and extended price, number of parcels within the order, purchase order number, and the Ordering Agency name.

**FUEL SURCHARGE**

If fuel prices rise more than 25% above the current U.S. Department of Energy’s average diesel price as of November 2017, the State may allow variable fuel surcharge fees to be assessed. The surcharge will be based on the U.S. Department of Energy’s average diesel price from the previous month. A request for a fuel surcharge must be approved by DOP prior to implementation. No fuel surcharge will be allowed when fuel prices are within 25% of the current U.S. Department of Energy’s average diesel price as of November 2017.

**USE OF STATE PURCHASING CARD**

Contractors must accept the State Purchasing Card (P-Card) for purchases from their Contract.

**DISPENSING EQUIPMENT - CATEGORY 11 ONLY**

When an Ordering Agency chooses to procure toilet paper and hand towels (or other products, such as liquid hand soap) from one (1) specific Contractor, that Ordering Agency and Contractor may enter into an Agreement for the Contractor to provide toilet paper and/or hand towels exclusively. That Agreement must minimally meet the following requirements:

* **Toilet Paper and Hand Towel Dispensing Equipment**
* The Contractor must provide and install toilet paper and hand towel dispensing equipment at no additional cost to the State, regardless of whether or not the dispensing equipment is automated. Removal of existing equipment in order to install equipment contemplated in this paragraph must also be at no additional cost to the State.
* The Contractor must timely repair or replace, at no additional cost to the State, all malfunctioning toilet paper and hand towel dispensing equipment, and all toilet paper and hand towel dispensing equipment that has been damaged to such a degree that the Ordering Agency finds the equipment to be unsightly, regardless of whether or not the Contractor provided the equipment to the Ordering Agency or was the installer of the equipment. However, if damage to the toilet paper or hand towel dispensing equipment is caused by Ordering Agency employees or clients (clients are students and institutional residents, such as inmates), see Section titled **Delivery, Repair, Removal and Installation of Equipment** below.
* **Other Dispensing Equipment**
* For dispensing equipment, other than toilet paper and hand towel dispensing equipment, such as liquid hand soap dispensing equipment, the Contractor may charge the Ordering Agency for the purchase of the equipment at the list price found in its catalog, less any Contract discounts. Additionally, the Contractor may charge the hourly rate for repair, installation and removal of equipment if agreed to, in advance and in writing, by the Ordering Agency. Installation must include removal of any existing equipment, if removal of existing equipment is necessary in order to install the equipment.
* For all dispensing equipment that the Contractor has installed, or provided to the Ordering Agency for installation, the Contractor must timely repair or replace, at no additional cost to the State, all malfunctioning dispensing equipment, and all dispensing equipment that has been damaged to such a degree that the Ordering Agency finds the equipment to be unsightly. However, if damage to the dispensing equipment is caused by Ordering Agency employees or clients (clients are students and institutional residents, such as inmates), see Section 28.4.
* **Dispensing Equipment in Place at Time of Service Start Date of Contract**

For State-owned dispensing equipment in place at the time of the Service Start Date of the Contract, the Contractor may make arrangements with the Ordering Agency to keep the existing equipment in place, and to provide products that can be dispensed out of that equipment without damaging the equipment or the product, and without causing the equipment to malfunction. It is in the Ordering Agency’s sole discretion as to whether or not it will allow the Contractor to keep existing equipment in place.

Additionally, Ordering Agencies reserve the right to keep dispensing equipment (all State-owned dispensing equipment) in place at the time of the Service Start Date until such time as products purchased under the previous Contract have been depleted.

* **Delivery, Repair, Removal and Installation of Equipment**
* If damage to dispensing equipment is caused by Ordering Agency employees or clients (clients are students and institutional residents, such as inmates), then the Contractor may take one of the actions listed below:
* Remove the existing equipment and install new equipment. In this case, the Contractor may charge the Ordering Agency the cost of the replacement equipment, less the Contract discounts, plus the hourly rate for repair, installation and removal of equipment that it has entered into the Category Discount Schedule.
* Repair the equipment. In this case, the Contractor may charge the hourly rate for repair, installation and removal of equipment that it has entered into the Category Discount Schedule.
* For cases in which the Ordering Agency has placed an order for equipment: The Contractor must deliver and install dispensing equipment (including removal of any existing equipment to install equipment) after receipt of order from an Ordering Agency. The Contractor must install the equipment within seven (7) calendar days after the Contractor receives the order.
* For cases in which the Contractor has discovered malfunctioning equipment, or is notified by the Ordering Agency that equipment is malfunctioning or is damaged, and the Contractor will repair the equipment or remove it and replace it: The Contractor must repair the equipment or remove it and replace it within seven (7) calendar days of its discovery or notification by the Ordering Agency.
* If the dispensing equipment is automated and is malfunctioning solely because the batteries need to be replaced, then the Contractor must advise the Agency to replace the batteries, not replace the equipment itself, or, the Contractor must replace the batteries.
* **Equipment Removal**

There may be cases in which an Agency requires removal of equipment without replacing it with other equipment. In these cases, the Contractor may charge the hourly rate for repair, installation and removal of equipment if agreed to, in advance and in writing, by the Agency.

* **Installation and Removal of Dispensing Equipment in a Workmanlike Manner**

Installation and removal of dispensing equipment must be performed by the Contractor in a Workmanlike Manner. The Contractor must also take care to not damage surfaces when installing and removing dispensing equipment.

* **Battery Replacement**

If battery replacement requires special tools or expertise in order to install, or, if battery replacement must be done by the Contractor in order to not void a warranty, then the Contractor must provide and install the batteries within seven (7) calendar days of notification by the Ordering Agency. Provision and installation of batteries as outlined by this section must also be at no additional cost to the State.

**VENDOR MANAGED INVENTORY/VENDING MACHINES (OPTIONAL)**

Some Contractors offer Vendor Managed Inventory, Vending Machines or similar value-add programs for their awarded category(ies).

If a Contractor has a value-add program, the State elected to include the program as an “option” in their contract. Ordering agencies will have the option to participate in the program(s), at their discretion, at any time during the term of the contract.

A template “Draft Vending Machine Lease Agreement” is available upon request from DOP. If an agency elects to utilize vending machines, the lease agreement will be in substantially the same form as provided in the template.

**AREAS:**

Areas are demonstrated by the map below:

