



**Office of
General Services**

Solicitation 23147- Laundry and Linen Services (Statewide)

Bid Opening: Tuesday, February 26, 2019

January 29, 2019

AGENDA

1 General Information

2 Bidder Qualifications

3 Bid Submittal

4 Method of Award

5 Terms and Conditions

General Information



**Office of
General Services**

General Information

Pease be certain to:

- Mute lines and/or microphone.
- If you have a question, you can type it within the dialogue box. If we do not answer your question today, we will provide a response when responding to all questions.



General Information – Questions

- All inquiries must be submitted in writing using Attachment 7 – Bidder Question Form
- Verbal responses that are given at this meeting are not binding
- Only written responses issued as a result of inquiries are binding

Introduction

- The purpose of the Solicitation is to establish Centralized Contracts for Laundry and Linen Services (Statewide) for two classes of Products:
 1. Contractor-owned Goods and
 2. Customer-owned Goods.
- The Solicitation outlines the terms and conditions and all applicable information required for submitting a Bid. Bidders should pay strict attention to the Bid submission date and time to avoid disqualification.

Restricted Period

Remember: We are in a restricted period.

State Finance Law sections 139-j & k regulate communications between bidders and OGS during the procurement process. A bidder is restricted from making contacts from the earliest notice of intent to solicit bids through final award and approval of the procurement contract by OGS, to other than designated staff, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).

Designated Contacts

All communications regarding this solicitation must be with the Designated Contacts.

- Primary Contact:
 - Lori Bahan, lori.bahan@ogs.ny.gov, 518-486-7313
- Secondary Contacts:
 - Tyler Ahlborn, tyler.ahlborn@ogs.ny.gov, 518-486-8620
 - Terri Allen, terri.allen@ogs.ny.gov, 518-474-7795

Procurement Schedule

EVENT	DATE	TIME
Solicitation Release	Thursday, January 17, 2019	N/A
Registration Deadline for Pre-Bid Webinar	Monday, January 28, 2019	5:00 PM ET
Pre-Bid Webinar	Tuesday, January 29, 2019	11:00 am
Closing Date for Round of Bidder Questions	Friday, February 1, 2019	5:00 PM ET
OGS Procurement Services' Responses to Bidder Questions	Friday, February 15, 2019 (tentative)	N/A
Deadline for Submission of Intent to Bid	Friday, February 22, 2019	5:00 PM ET
Bid Opening / Due date for Bids	Tuesday, February 26, 2019	11:00 AM ET
Contract Approval Date / Award Publish Date (tentative)	June 1, 2019	N/A

New York State Contract Reporter

- You must register with the New York State Contract Reporter (NYSCR) at <https://www.nyscr.ny.gov> in order to receive notifications about this solicitation.
- Navigate to the “I want to find contracts to bid on” page to register for your free account.
- You must choose the option “send me notification updates on this,” located in right hand side of the particular ad.
- The question and answer document will be available through the NYSCR.
- Any updates to solicitation documents will also be available through the NYSCR.
- If you do not opt-in to receive notification updates regarding a particular ad, you will not receive e-mail notifications regarding updates.
- Be advised that submission of responses to the solicitation that do not reflect and take into account updated information may result in your bid being deemed non-responsive to the solicitation.



Bidder Qualifications



Minimum Qualifications

- Minimum Qualifications are listed in Section 2 of the Solicitation
- 1. Bidder must have been in continuous operation providing laundry services within the Region it is bidding for the past two years immediately preceding the date of the Bid Opening; and
- 2. For Regions 1 and 2 only, Bidder must have at least two (2) current health care clients (e.g., hospital, nursing home, mental health facility, etc.), each with 100 beds or more within the Region Bidder is bidding on at the time of the Bid Opening.
- 3. For Regions 3 through 9, Bidder must have at least two (2) current health care clients (e.g., hospital, nursing home, mental health facility, etc.), each with 60 beds or more within the Region Bidder is bidding on at the time of the Bid Opening.

Accreditations

- Bidders are not required to be accredited by the Healthcare Laundry Accreditation Council (HLAC) and/or other accrediting/certifying body in order to receive Contract awards. However, OGS is identifying accredited Contractors because Authorized Users may prefer to conduct business only with accredited/certified Contractors. Contractors who are accredited by HLAC and/or other accrediting/certifying body (either at the time of the bid opening or at some point during the contract period) must remain so accredited for the entire contract period. An explanation of the HLAC accreditation process can be found at <http://www.hlacnet.org>. Authorized Users reserve the right to choose Contractors who are accredited by HLAC and/or other accrediting/certifying body based on their form, function, and utility.

Bid Submittal



Completing Forms & Attachments

- See Solicitation Section 3.3 Format of Bid Submission to ensure that Forms/Attachments are completed and submitted in the correct format.
- Do not leave any questions unanswered.
- Please be sure that documents that need signatures are signed by someone authorized to sign on behalf of the Bidders company.
- Please be sure documents that require a notary are notarized and the notary's license is valid.
- In addition, OGS included Attachment 6 Bidders Submission Checklist to aid the Bidders in providing a complete bid package.



Attachment 1 - Pricing

Price:

- Pricing shall be bid as “price-per-pound” and/or “price-per piece” of Product.
- Bidder’s and resultant Contractor’s rates for the Customer-owned Goods shall not exceed the rates of the Contractor-owned Goods for similarly named Products within a Region.

Attachment 1 - Pricing

- Pricing shall be all-inclusive of detergents, chemicals, labor, bundling, delivery charges, fuel surcharges, utility rate surcharges, COGs surcharges, procurement or transportation surcharges, or other surcharges applied.
- Contractor shall not charge Authorized Users additional fees of any kind including dock fees, permit fees, processing fees, fees for changes in quantities of Products or bundling or surgical/operating room packs, business fees, license fees, or any other fee.

Quick Review of Remaining Attachments

- Attachment 2 – *NYS Required Certifications*
- Attachment 3 – *Encouraging Use of NYS Businesses*
- Attachment 4 – *Insurance Requirements*
- Attachment 5 – *Bidder Information Questionnaire*
- Attachment 6 – *Bidder Submission Checklist*

Submitting Your Bid – Electronic Package

Your Electronic Submittal should be sent to OGS on a CD or flash drive and contain completed:

- Pages 1 and 2 of the Solicitation (PDF)
- Attachment 1 – Pricing Proposal Form (Excel)
- Attachment 2 – NYS Required Certifications (PDF)
- Attachment 3 – Encouraging Use of NYS Businesses (PDF)
- Attachment 4 – Insurance Requirements (All necessary proof of Insurance as outlined) (PDF)
- Attachment 5 – Bidder Information Questionnaire (Excel)
- Attachment 6 – Bidder Submission Checklist (Excel)
- Attachment 9 – Minimum Qualifications (Excel)

PDF Documents must be signed and scanned. No Electronic Signatures.

Excel and Word Documents must be submitted in their original version, free of any changes to the format of the documents.



Office of
General Services

Submitting Your Bid – Electronic Package

- Bidder shall complete, sign, notarize and submit Contractor Certification, ST-220-CA (see Section 24, Tax Law § 5-a).
- Bidder shall complete, sign and submit Form EEO100 – Equal Employment Opportunity Staffing Plan; see Section 30, Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and New York State Certified Minority- and Women-Owned Business Enterprises.
- Bidder shall complete and submit a Vendor Responsibility Questionnaire For-Profit Business Entity or submit proof of on-line submission (See Section 23 New York State Vendor Responsibility Questionnaire For-Profit Business Entity).
- Copy of Bidder's published pricelist in its original document format detailing the List Prices in effect at the Bid opening date relevant to the Products the Bidder is proposing;
- Copy of contract pricelists in effect at the Bid opening date for Bidder's current clients that include similar Products being offered by Bidder in Attachment 1 – *Pricing*, or in the event that such contracts with current clients are not available, invoices of sales to such current clients with repeat business detailing the pricing for similar Products being offered by Bidder on Attachment 1 – *Pricing*.
- Proof of each applicable accreditation or certification that Bidder possesses (e.g. accreditations or certifications from Healthcare Laundry Accreditation Council, Association of periOperative Registered Nurses, TRSA Hygienically Clean, or other) as referenced in Section 5.8, *Accreditations*



Submitting Your Bid – Hard Copy Package

- Pages 1 and 2 of the Solicitation with original ink signatures;
- Completed Attachment 1 – Pricing; refer to the “Instructions” page on Attachment 1.
- Completed Attachment 2 – NYS Required Certifications with original ink signatures;
- Completed ST-220CA, Contractor Certification, notarized with original ink signatures;
- Completed Form EEO100, Equal Employment Opportunity Staffing Plan; and
- Standard Vendor Responsibility Questionnaire (completed and signed) or Certification that Questionnaire has been completed online.



Bid Envelopes and Packages

All Bids must have a label on the outside of the box or package itemizing the following information:

1. **BID ENCLOSED** (preferably bold, large print, all capital letters)
2. Solicitation number (Solicitation # 23147)
3. Bid Opening Date and Time (Tuesday, February 26, 2019 @ 11:00AM)
4. The number of boxes or packages (i.e., 1 of 2; 2 of 2)

Bid Delivery

- Bids shall be delivered to the following address on or before 11:00 a.m. ET, on Tuesday, February 26, 2019:

**State of New York Office of General Services
Procurement Services
Corning Tower - 38th Floor, Reception Desk
Empire State Plaza
Albany, NY 12242**

- The received time of Bids will be determined by OGS using the clock at the above noted location.



Method of Award



Method of Award

- OGS desires to make awards in a multiple award structure (multiple awards per Region).

Region Designation for Solicitation								
1	2	3	4	5	6	7	8	9
Bronx	Nassau	Dutchess	Albany	Clinton	Herkimer	Broome	Chemung	Allegany
Kings	Suffolk	Orange	Columbia	Essex	Jefferson	Cayuga	Monroe	Cattaraugus
New York		Putnam	Fulton	Franklin	Lewis	Chenango	Ontario	Chautauqua
Queens		Rockland	Greene	Hamilton	Madison	Cortland	Schuyler	Erie
Richmond		Sullivan	Montgomery	Saratoga	Oneida	Delaware	Seneca	Genesee
		Ulster	Rensselaer	Warren	Oswego	Onondaga	Steuben	Livingston
		Westchester	Schenectady	Washington	St. Lawrence	Otsego	Wayne	Niagara
			Schoharie			Tioga	Yates	Orleans
						Tompkins		Wyoming

Method of Award

Bidders must:

- be responsive;
- be responsible (pass vendor responsibility review);
- pass reasonableness of price review; and
- pass insurance review.

Terms & Conditions



Terms & Conditions

Contract Term:

The contract will be in effect for a term of five years. The contract may be extended for five years, in increments as deemed to be in the best interest of the state.



Terms & Conditions

Delivery:

Contractor shall pick up soiled laundry and deliver clean laundry in accordance with the Authorized User's specifications and schedule. Authorized Users reserve the right to add or delete pickup/delivery locations (including buildings) as needed with at least one (1) week notice to the Contractor. Pickups and deliveries shall be conducted separately so that soiled and clean laundry do not occupy a truck at the same time.

The Contractor shall provide a daily detailed packing slip of Products delivered sent via email to the Authorized User prior to the delivery and a hard copy securely attached to the transport cart(s).

The truck used to deliver and pickup Products should be of sufficient height to allow easy transfer of transports carts onto and from the Authorized User's loading dock, thereby minimizing the number of times the Products must be handled.

The Contractor's delivery vehicles must be sanitized between each use for pickup of soiled Products and delivery of clean Products. Authorized Users reserve the right to perform bacterial culture testing on Contractor's delivery vehicles at random, and without notice.



Terms & Conditions

Price Updates:

Contractor may update their pricelist as follows:

Given the health and safety nature of the Contract, Contractor may request OGS in writing to update the pricelist to add new Products at any time during the Contract period based on a written request from an Authorized User. Such pricelist update requests must include the written request from the Authorized User and one electronic copy of the updated pricing. The State reserves the right to request copies of existing contracts or price lists to ensure that the prices offered to the State are reasonable and commensurate with similar purchasers.

Otherwise, the Contractor may update the pricelist to reflect Contractor price changes and the addition/deletion of Products commencing with the first anniversary date of the Bid Opening, and annually thereafter.



Terms & Conditions

Performance Standards:

The Contractor agrees to comply with the latest version of Healthcare Laundry Accreditation Council's (HLAC) Accreditation Standards in the provision of Laundry and Linen Services. The HLAC standards for processing reusable textiles are identified in Appendix C - Healthcare Laundry Accreditation Council's (HLAC) Accreditation Standards (2016) of this Solicitation. These standards cover the entire processing cycle from pickup of soiled Products, to in-plant processing, to delivery. Contractors will comply with all Federal and State laws, including those of OSHA, the Center for Disease Control (CDC), the Centers for Medicare and Medicaid Services (CMS), and the standards of the Joint Commission, the independent, not-for-profit organization that accredits and certifies nearly 21,000 health care organizations and programs in the United States, in the provision of Laundry and Linen Services.

Terms & Conditions

Quality Assurance:

Upon request by the Authorized User, the Contractor shall make a representation to the Authorized User of all wash formulas, including water level temperature, PH level and cycle time as well as the disinfecting program for the Contractor's trucks and transport carts. In addition, the Contractor shall make a representation to the Authorized User of all detergent/chemical quality assurance reports prior to commencement of work. Further, the Contractor shall make available to the Authorized User Material Safety Data Sheet (MSDS) sheets on all chemicals used in the laundering process and for all chemicals used in the disinfecting of the truck used for deliveries and pickups prior to commencement of work. The Contractor shall provide 48 hour prior written notice to the Authorized User of any pending changes to its detergents and chemicals and submit the MSDS sheets to the Authorized User before making any changes. The Authorized User reserves the right to approve all changes.

Terms & Conditions

Universal Precaution Procedures:

Upon request, the Contractor must demonstrate to the Authorized User and provide the Authorized User with certified documentation that all Contractor employees and other Contractor personnel have been instructed in the proper handling of health care linen and that the Contractor is employing the Universal Precaution Procedures as recommended by the CDC and adopted by OSHA.

Terms & Conditions

Anti-Ligature Products:

Authorized Users may request that Contractor provide certain Products, e.g. patient gowns and robes, without ties, strings, ropes, etc. to reduce the risk of self-harm to clients and patients. If the Contractor offers these Products, they must be provided at no additional cost to the Authorized User.

Terms & Conditions

Inventory:

If laundering service is being provided for first time for an Authorized User, Contractor must provide the Authorized User with an initial supply of all Products as agreed upon between the Authorized User and the Contractor. The initial supply will be used to replace the previous Contractor's Products if applicable. Subsequent to this initial supply, the Contractor will be required to provide the Authorized User with its defined Par Level system. The Authorized User shall work with the Contractor to determine acceptable deviations from the Authorized User's Par Level requirements. Authorized Users shall be responsible to maintain established inventory control procedures to ensure that appropriate inventory is being maintained. Authorized Users shall not, however, be liable for the loss of Contractor-owned Goods that is due to no fault of the Authorized User. The Authorized User will return all remaining available supply of Contractor-owned Goods to the Contractor at the end of the engagement.

Terms & Conditions

Inventory:

Contractor may have and maintain an online delivery/order/management system for Authorized Users to access.

Authorized User reserves the absolute right to change Product quantities, increase or decrease, at any time and for any period, with 24 hour notice. Increases or decreases in the total charges for service will be based solely on the Contract rates. Authorized Users do not guarantee any minimum or maximum quantities for any Contractor Product, nor shall Contractor impose any additional charge beyond the contract rates as a result of a change in the quantities requested.

The Authorized User and Contractor shall jointly conduct an inventory of Contractor-owned Goods at least twice annually. It is the responsibility of the Authorized User to schedule the inventory with the Contractor at a mutually convenient time.



Terms & Conditions

Transport Carts:

The Contractor shall provide transport carts, hampers, containers, etc. and an additional number of carts, hampers, containers, etc. in a sufficient number and of sufficient quality, approved by the Authorized User, at all times. Additional carts, hampers, containers, etc. shall be provided, as requested by the Authorized User, at no additional charge. Contractor shall provide catalogs and pictures of transport carts, hampers, containers, etc. to be utilized upon request by the Authorized User.

Terms & Conditions

Transport Carts:

All transport carts, hampers, containers, etc. must be effectively cleaned, deodorized, sanitized and dried by the Contractor at its plant before refilling with clean linen. The Contractor's delivery vehicles must be sanitized between each use for pickup of soiled Products and delivery of clean goods. Authorized Users reserve the right to perform bacterial culture testing on transport carts and vehicles at random, and without notice.

All carts, hampers, containers, etc. must be lined with sheets or a suitable sized disposable plastic bag after being sanitized at the Contractor's plant and prior to refilling with clean linens. All carts, hampers, containers, etc. of clean Products must also be completely covered with sheets or a second bag during delivery to the Authorized User.

All transport carts, hampers, containers, etc. must be in working order (e.g. wheels are intact and move freely). The Contractor is responsible for preventive maintenance of all Contractor-owned transport carts, hampers, containers, etc.



Terms & Conditions

Emergency Inventory:

The Contractor shall provide, at no charge to the Authorized User, additional on-site Contractor-owned inventory not part of the regular deliveries at a level to be determined by the Authorized User. Should the Authorized User draw from the on-site emergency inventory, the Contractor shall replace the inventory within 24 hours after notification by the Authorized User via email or via telephone.

Continuous Operation:

The Contractor shall have a written contingency plan for providing service in the event that the Contractor's designated plant cannot operate. The CONTRACTOR shall provide the Authorized User with its written contingency plan upon request and the Authorized User reserves the right to reject the backup service provider presented in Contractor's contingency plan. Should Authorized User reject such backup service provider, then Contractor shall submit a replacement backup service provider acceptable to the Authorized User.



Terms & Conditions

- Special Handling
- Bundling
- Culture Report
- Contract Meetings
- Surgical/Operating Room Packs
- Labels
- Rejected Products
- Purchasing of Materials
- Contractor's Employees

Terms & Conditions

Solicitation Section 5.33, *NYS Vendor Responsibility*

Bidders must submit the For-Profit Business Entity Questionnaire. This must be completed prior to the Bid Due Date. If a Bidder already has an electronic Questionnaire on file it must be recertified no more than 6 months prior to the Bid Date.

OGS will conduct a Vendor Responsibility Review to determine if a Bidder is responsive and responsible.

OGS recommends each Bidder file the Questionnaire online, but Vendors can submit a paper Questionnaire.



Terms & Conditions

NYS Vendor Responsibility (Cont'd)

To determine if a Vendor (Bidder) is responsible, OGS will review the Questionnaire for the following:

- Financial Capacity
- Legal Authority
- Integrity
- Past Performance

Leighann Brown

**Bureau of Risk and
Insurance Management**



**Office of
General Services**

Insurance

- Insurance Requirements are detailed within Attachment 4 – *Insurance Requirements*.
- Bidders are required to procure, as its sole cost and expense and provide proof of compliance with the Insurance Requirements at the time of Bid submission.
- OGS advises Bidders to initiate getting the proper documentation from their insurance brokers promptly. Provide your Broker Attachment 4.

Insurance Requirements

Commercial General Liability	Not less than \$2,000,000 each occurrence	At time of Bid submission and updated in accordance with Contract
General Aggregate	\$2,000,000	
Products – Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
Business Automobile Liability Insurance	Not less than \$2,000,000 each occurrence	
Workers' Compensation		
Disability Benefits		

Other Operational Attachments

This attachment is used for the administration of the contract after award:

- Attachment 8 – *Report of Contract Usage*

Thank You!



**Office of
General Services**