

## SWC 365 Specifications

### **1. Item Requirements – Core and Non-Core.**

- a. **Core Items.** These items represent a group of items representative of historical spend. Core items include the State's best estimate of the highest use and most essential items. Pricing must include all delivery (15 business days), shipping, service, restocking, and administrative costs associated with the item(s). These items are available for purchase on contract based on a fixed unit price and shall be kept in stock by the supplier. Price changes for Core Items shall only be conducted as outlined in the Terms and Conditions, Paragraph 6.2., Price Changes.
  
- b. **Non-Core Item Catalog:** Suppliers shall submit a catalog detailing all **non-core** items relevant to the group for which they are submitting a bid. The catalog shall include detailed item descriptions, item numbers, manufacturer, manufacturer model numbers, and pricing information. This catalog shall be submitted as a separate attachment in one of the following formats: **Readable .pdf, .xls, or .xlsx**. If a supplier does not have a catalog, they shall provide a URL link to a publicly accessible website that lists items within the applicable group. The website should offer a broad selection of items within the scope of the solicitation, allowing the State and its agencies to review non-core items available.

**2. Manufacturer Authorization:** Supplier(s) are required to demonstrate that they are authorized to distribute the items they are offering under this solicitation. Suppliers shall provide an official authorization letter(s) from the manufacturer(s) of the items being offered in this solicitation. The letter(s) shall confirm that the Supplier is an authorized distributor, reseller, or partner of the manufacturer for the items being proposed. The following are the letter requirements that must be on the manufacturer's official letterhead:

- a. Manufacturer's name, contact information, and dated within the last 45 days.
- b. Clear statement of authorization for the Supplier to sell and distribute the items outlined in the bid.
- c. Confirmation that the authorization is valid for the duration of the contract term, if awarded.
- d. Signature of an authorized representative from the manufacturer.

### **3. Environmentally Preferable Paper and Plastic Goods.**

The Supplier(s) shall offer the following environmentally preferable paper and plastic good options **via catalog:**

- a. **Environmentally Preferable Paper Goods**

- i. Made from a minimum of 20-40% post-consumer recycled content.
  - ii. Processed chlorine-free (PCF) or bleached using environmentally friendly options.
  - iii. Biodegradable or compostable.
  
- b. **Environmentally Preferable Plastic Goods:** Plastic items provided shall meet the following criteria:
  - i. Made from 25-50% post-consumer recycled content.
  - ii. Derived from renewable biomass sources (bioplastics) whenever feasible.
  - iii. Biodegradable or compostable.
  
- c. **Environmentally Preferable Trash Can Liners:** Plastic items provided shall meet the following criteria:
  - i. All non-compostable plastic trash /recycling liners shall contain at least 10% post-consumer recycled content.
  - ii. Must not contain intentionally added antimicrobial ingredients, chlorinated compounds (e.g. polyvinyl chloride (PVC) or vinylidene chloride), or fragrances.

#### **4. Group Definitions.**

- a. **Non-Disposable Culinary Items**- These items are typically made from durable materials such as metal, glass, ceramic, or high-quality plastic.
  
- b. **Disposable Culinary Items**- These items are typically made from materials such as paper, cardboard, plastic, or compostable materials, and they include items like paper plates, plastic cutlery, disposable cups, napkins, and take-out containers.
  
- c. **Janitorial Paper Products and Dispensers**- They include a wide range of items, such as: paper towels, toilet paper, napkins, facial tissues, toilet seat covers, and dispensers.
  
- d. **Paper Bags**- They are used for carrying and transporting a variety of items. Paper bags come in various sizes, shapes, and styles.
  
- e. **Trash Can Liners**- Trash can liners come in various sizes, shapes, and thicknesses to accommodate different types of waste containers and volumes of waste.

**5. Line-Item Products:**

Bid Line	TN Item ID	Current Item Description	Group
1	1000142972	Tray, Five (5) Compartment, Polycarbonate, Tan, 13 3/4" X 10 5/8". Break-Resistant, Can Withstand High Heat; Stain, Scratch, Odor, and Acid-Resistant; <b>24/Ca.</b>	Group #1-Non-Disposable Culinary Items
2	1000166645	Entrée Dish, 1-Cavity, White, Approximately 7.6 In. Long X 5.1 In. Wide X 1 In. High, Microwave-Safe, Can Withstand High Heat Without Leakage; <b>1000/Ca.</b>	Group #1-Non-Disposable Culinary Items
3	1000166644	Side Dish, 6 Oz., White, Approximately 5 1/8 In. Long X 3 7/8 In. Wide X 1 In. High, Can Withstand High Heat Without Leakage; <b>1000/Ca.</b>	Group #1-Non-Disposable Culinary Items
4	1000166642	Rectangular Soup Bowl, 8 Oz., White, Approximately 4.7 In. Long X 3.7 In. Wide X 1.7 In. High, Can Withstand High Heat Without Leakage, Bowls Shall Have A Capacity Of Approximately 10 Ounces (Brim Fill) And 8 Ounces (Normal Fill) Level; <b>1000/Ca.</b>	Group #1-Non-Disposable Culinary Items
5	1000115843	Tray, Food, Disposable, 3 Sections, Carry Out, Foam, 9-3/4 Inches X 9-1/2 Inches X 3-1/4 Inches (Approx Size). Can Withstand High Heat; Oil And Water Resistant; Durable And Sturdy With Clamshell Hinged Closure. <b>250 Per Case.</b>	Group #2-Disposable Culinary Items
6	1000115322	Tray, Food, Disposable, 3 Sections, Carry Out, Foam, 9 Inches X 9 Inches X 3 Inches (Approx Size). Can Withstand High Heat; Oil And Water Resistant; Durable And Sturdy With Clamshell Hinged Closure; <b>200 Per Case.</b>	Group #2-Disposable Culinary Items

7	1000130415	Plates, Paper, Plain, 9 In., Pressed From Laminated Paper Board, White, Acceptable Range: 8 3/4 In. To 9 In.; <b>500 Per Case.</b>	Group #2-Disposable Culinary Items
8	1000133158	Spork, Mediumweight, Polypropylene, White, Individually Wrapped; <b>1000/Ca.</b>	Group #2-Disposable Culinary Items
9	1000128309	Napkins, Dispenser Type, 1-Ply, 12 Inches X 17 Inches, White, Napkins Are To Be Made From 100% Recycled Fiber; <b>6000/Ca.</b>	Group #2-Disposable Culinary Items
10	1000205941	Coffee Stirrer, Wood, 5.5", Natural, Unwrapped; <b>1000/Ca.</b>	Group #2-Disposable Culinary Items
11	1000141591	Cup, Foam, 8 Oz., Disposable, White, <b>25/SL, 40 SL/CA.</b>	Group #2-Disposable Culinary Items
12	1000115346	Cup, Foam, Disposable, 12 Oz, Cup To Hold 180 Liquid, <b>1000 Per Case.</b> The Disposable Insulated Foam Cups Shall Be Molded From FDA Approved Food Grade Virgin Expanded Polystyrene. Cups Shall Have A Reinforced Top Rim & Flat Bottom. Density Of Material Shall Be Such That There Is No Leakage Or Penetration To Outside Wall Surfaces. Cups Shall Not Distort When Filled With Brewed Coffee At 180 Degree F = Or - 2 Degrees F & Shall Be Not Distort From Hand Pressure Due To Lifting Or Handling.	Group #2-Disposable Culinary Items
13	1000128317	Foil, Aluminum, Heavy Duty, <b>18 Inches Wide X 500 Feet Roll/1 Roll Per Carton</b>	Group #2-Disposable Culinary Items
14	1000115275	Wrap, Plastic Film, Medium Weight, <b>18 In. Wide X 2000 Ft., Dispenser Roll, 1 Roll.</b>	Group #2-Disposable Culinary Items

15	1000141279	Tissue, Toilet, 2 Ply, Feather Soft Bath Tissue, 4.5 In. X 3.65 In., White. Roll Tissue Shall Be Evenly And Tightly Wound On A Stiff Paperboard Core Having An Inside Diameter Of 1.25 To 1.625; <b>96 RI/Ca.</b>	Group #3-Janitorial Paper Products and Dispensers
16	1000115318	Tissue, Toilet, 1 Ply, Facial Quality. Industrial Roll Tissue, 1 Ply, White. Roll Tissue Shall Be Evenly And Tightly Wound On A Stiff Paperboard Core Having An Inside Diameter Of 1.25 To 1.625; <b>96/Ca.</b>	Group #3-Janitorial Paper Products and Dispensers
17	1000115314	Tissue, Toilet, 2 Ply, Jumbo Roll, Facial Quality, Approx. 30 Lbs. Per Case, Tensile Strength Machine Direction 16 (454) & Cross Direction 6 (170), Brightness Of Paper 73% Or Better, Sheet Dimension 3.6" Min. L X 3.9 Min. W X 1000', Size Of Core 3, Must Be Packed In Case Cartons Only-Not Plastic Bags. <b>12 RI/Ca.</b>	Group #3-Janitorial Paper Products and Dispensers
18	1000128312	Towels, Paper, 9.25 In. X 9.50 In., 1-Ply, Multifold, Bulk Pack, White, Case Pack: <b>4000/Ca.</b>	Group #3-Janitorial Paper Products and Dispensers
19	1000157197	Towels, Paper, Multifold, 9 In. X 9.50 In., 1-Ply, Multifold, Bulk Pack, Natural, <b>4000/Ca.</b>	Group #3-Janitorial Paper Products and Dispensers
20	1000125081	Bag, Paper, ¼ Barrel, 60 Basics, Standard Sizes And Weights, Recycled Content 5.0%. <b>250 Bags Per Bale.</b>	Group #4-Paper Bags
21	1000125080	Bag, Paper, 1/6 Barrel, 57 Basis, Standard Sizes And Weights, Recycled Content 5.0%. <b>500 Bags Per Bale</b>	Group #4-Paper Bags
22	1000142306	Bag, Paper, 17 X 9 X 17, 27 Quart, 40 Basis, <b>250 Bags Per Bale.</b>	Group #4-Paper Bags
23	1000125102	Liner, Waste Receptacle, 43 X 47, 55 Gal., 2 Mil, Clear, <b>100/Case.</b>	Group #5-Trash Can Liners

24	1000125085	Liner, Waste Receptacle, 30 X 36, 30 Gal., 1.5 Mil Thick, Clear, <b>250/Case.</b>	Group #5-Trash Can Liners
25	1000125099	Liner, Waste Receptacle, 38 X 58, 55 Gal., 3 Mil Thick, Colored, <b>100/Case.</b>	Group #5-Trash Can Liners
26	1000125088	Liner, Waste Receptacle, 30 X 36, 30 Gal., 1 Mil Thick, Clear, <b>250/Case.</b>	Group #5-Trash Can Liners
27	1000125101	Liner, Waste Receptacle, 43 X 47, 55 Gal., 1.5 Mil Thick, Clear, <b>250/Case.</b>	Group #5-Trash Can Liners
28	1000125096	Liner, Waste Receptacle, 38 X 58, 55 Gal., 2 Mil Thick, Colored, <b>100/Case.</b>	Group #5-Trash Can Liners
29	1000125100	Liner, Waste Receptacle, 38 X 58, 55 Gal., 3 Mil Thick, Clear, <b>50/Case.</b>	Group #5-Trash Can Liners
30	N/A	Percentage Off Manufacturer Catalog – XX% Off (See Instructions)	

## **6. Product Availability.**

The Supplier(s) shall communicate manufacturer's discontinuation of any items to the State Contract Manager in writing within at least 30 calendar days of the item's discontinuation. In such instances, Supplier shall work with the State Contract Manager to identify and implement alternative options that shall maintain or reduce costs and supply equal or greater quantities per UOM associated with the replacements.

## **7. Bulk Purchases.**

The Supplier(s) may offer the State lower than Contract pricing for bulk purchases as requested. This price shall be effective for a one-time purchase only.

## **8. Promotional Pricing.**

The Supplier(s) may offer the State "Promotional Pricing" for a specified period, for the purpose of promoting certain items. Promotional Pricing shall only be offered for contract Items.

## **9. Catalog Updates.**

Items available under the SWC will be contained in the "catalog extracts" from published catalogs, price lists or price schedules as defined herein that will be maintained and distributed to all State Agencies by Supplier(s). These extracts will contain only the portion of the item line that falls within

the scope and intent of this Invitation to Bid and was selected for inclusion in the extract by the State of Tennessee. The State will determine, in collaboration with the Supplier(s), which items it will consider for addition in the catalog extracts. Items contained in these extracts and their prices will be updated semi-annually on January 1st and July 1st each year of the contract. State approval will be required of all approved additions or changes to these semi-annual extracts.

**10. Escalator Clause, Automatic Catalog P/I.**

Unit prices listed in the specific catalog or price list offered shall constitute the base price unit or unless changed by the publisher of the catalog or price list. Supplier(s) may increase and shall decrease the price of individual items during the term of the contract to reflect changes in the catalog or price lists that are publicly published and applicable to all customers external to the State. Base prices for any individual item sold under this contract may not be increased at a rate higher than offered to any other customer. The Supplier(s) agrees to furnish proof of such price changes upon request.

**11. Fixed Bid Percentage Requirements**

Bid percentage (%) discount must be fixed for the entire term of the contract, unless Supplier(s) offers a higher percentage (%) discount, and the change would be in the best interest of the State.

**12. Categories Not Allowed on this Contract.**

The State has chosen five categories to classify items that can be purchased on this Contract. Supplier(s) must work with the State to eliminate the purchase of items that do not fall into their respective categories. The following are categories that are an example of items not allowed to be sold through this Contract. **This list is not all inclusive.** Other categories will be added as needed.

- Copy Paper
- Water (bottled or distilled)
- Feminine Hygiene Products
- Mops Heads or Mop Cloths
- Cleaning Cloths, Wipes, or Products
- Air Freshener
- Soaps
- Baking Supplies
- Brooms
- Bleaches
- Hand Sanitizer
- Non-Surgical Procedure Gloves (Protective Gloves)
- Sanitary Waste Receptacles
- Small Appliances
- Office Supplies

**13. TN SmartShop.**

If the Supplier(s) maintains an online marketplace, then the Suppliers(s) may participate in the TN SmartShop initiative. TN SmartShop is an e-marketplace of active statewide contracts where Authorized Users can leverage the buying power of the State to purchase goods and services. The

Supplier(s) shall provide and maintain up-to date online catalog containing items in all categories listed above. The Supplier(s) shall indicate in-stock and out-of-stock status, green or environmentally friendly options, and identify alternative items that are available if an item is listed as out-of-stock.

**14. SmartShop Requirements and Key Performance Indicators.**

The Supplier(s) shall only include items in TN SmartShop that is within the scope of this Contract and within scope of the categories awarded to Supplier(s). The Supplier(s) shall be solely responsible for locking categories not within scope or not awarded to a Supplier(s) of this contract from TN SmartShop. If the State discovers an item on a Supplier's TN SmartShop account that is not within scope of their awarded category, then the Supplier shall remove the item within 48 hours. Items over \$5,000 or any item considered an asset to the State of Tennessee shall not be purchased or sold from TN SmartShop. Asset items can still be purchased through this contract but must be done through the State's Purchase Order Process.

If the Supplier is found to have violated this provision three times within a calendar year, then the Supplier's TN SmartShop account will be removed. Supplier shall only be able to regain their TN SmartShop account after delivering an action plan outlining how the Supplier shall properly manage the TN SmartShop account so that it is compliant based on this contract's scope and scope within each individual Supplier's awarded categories. Upon submission of this action plan, the State reserves the right to either restore the Supplier's SmartShop account or reject the action plan if the State does not believe the action plan properly mitigates the previous compliance problems moving forward.