

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

AMENDMENT FOR CHANGE
AMENDMENT NO. 4

TO: LIMITED DISTRIBUTION - THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTIONS, OHIO
PENAL INDUSTRIES 1221 MCKINLEY AVENUE, COLUMBUS, OH 43222

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - TWILL FABRIC

Attached are pages 2 and 14 through 23 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to create Part B to this contract subsequent to the award of Add-On Bid OT903012 effective 12/01/11

All other prices, terms and conditions remain unchanged.

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

Walter Schneider, CPPB
walter.schneider@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

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

Affected Contractor(s):

0000005632

Tabb Textile Co., Inc.
511 Pleasant Drive
Opelika, AL 36801

tabb@textilegroup.net

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*Added by Amendment #4 to this contract effective 12/01/11 as a result of add-on Bid OT903012

PART B

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

PRIMARY CONTRACT No.: **SA900510**

TWILL FABRIC

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. OT903012 that opened on 10/28/11. Your company has been determined to be the lowest responsive and responsible and has been awarded a Contract for the item(s) listed therein. The bid response, to include the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Supplemental Requirements Contract. As indicated in the Invitation to Bid, any award(s) resulting from this bid will be incorporated into the above referenced Primary Requirements Contract. In the event that any of the terms, conditions or specifications of the Requirements Contract differ, the terms, conditions or specifications of this Supplemental Requirements Contract shall prevail.

This Supplemental Requirements Contract is effective beginning 12/01/11 and will expire on 04/30/13 unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Supplemental Requirements Contract is available to THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTIONS, OHIO PENAL INDUSTRIES 1221 MCKINLEY AVENUE, COLUMBUS, OH 43222, as applicable.

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

Questions regarding this Supplemental Requirements Contract may be directed to:

Walter Schneider, CPPB
walter.schneider@das.state.oh.us

The signed Supplemental Requirements Contract and Amendment(s) thereto, are available for review at and/or downloading from the DAS Web site at the following address:

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

Signed: _____
Robert Blair, Director Date

SPECIAL CONTRACT TERMS AND CONDITIONS

Any award made as a result of this bid will become a part of contract SA900510

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

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within forty-five (45) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

NOTE: All deliveries are to be coordinated with the Institution. The delivery location is:

OPI Garment Shop
Allen Correctional Institution,
2338 North West Street
Lima, OH 45801
Contact: Mr. Mike Landin

Deliveries will be accepted between the hours of 8:00 AM to 10:00 AM and 12:00 PM to 2:00 PM, Monday through Friday, excluding state observed holidays. The carrier is to call the OPI Garment Shop at the institution at 419 224 8000 Ext 3069 or 419 228 9265 prior to arrival for authorization to deliver.

No deliveries will be accepted during foggy or adverse weather conditions in accordance with institution security procedures.

All damaged items received shall be noted on the driver's Bill of Lading, placed back on the truck, and returned to the contractor for prompt replacement.

DAS reserves the right to add additional Ohio Department of Rehabilitation and Corrections, Ohio Penal Industries locations within the state of Ohio to this contract.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples may be used in the evaluation process to determine the lowest responsive and responsible bidder. If requested the bidder will be required to provide the samples within seven (7) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis for comparison with actual product delivered under contract. Any variation between the samples and product delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS. Samples if requested shall be a manufacturer's labeled minimum cut of one (1) yard full cut swatch shipped to the location specified in the request for samples document.

CONTRACT AWARD: A contract will be awarded to the lowest responsive and responsible bidder by low lot total.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, estimated annual usage in linear yards which will be used in the evaluation are noted on the Bid Price Page, page 7 of this Bid. The estimated usage for each line item will be multiplied by the prices submitted by individual bidders to determine the estimated cost per line item. The estimated cost for each line item will be totaled to determine the lowest responsive and responsible low lot bidder. Failure to bid all items may render your bid not responsive.

MINIMUM ORDER: The minimum order for a single or multiple items placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid at any one time to any one destination shall be not less than 30,000 linear yards. Orders for less than the stated minimum will be shipped F.O.B. destination freight prepaid and added to the Contractor's invoice. Freight charges shall be supported by a copy of the actual freight invoice.

AUTHORIZED DISTRIBUTOR OR MANUFACTURERS REPRESENTATIVE: Bidders responding to this Bid should be authorized distributors, manufacturers or representatives of manufacturers of the items bid. Bidders may be required to submit proof of this relationship. If requested, bidders will have seven (7) calendar days to provide proof of the relationship. If requested Bidders shall submit certification attesting that they are the manufacturer or an authorized dealer, mill representative or broker of the products being bid. This certification shall be on the manufacturer's letterhead, signed by a duly authorized employee of the manufacturer.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first six (6) months duration of the contract. Thereafter, the Contractor may submit a request to adjust their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

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

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

USAGE REPORTS: Every six (6) months each contractor must submit a report (written or on disk or via email in Excel format) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walter Schneider; walter.schneider@das.state.oh.us.

REFERENCES TO ALTERNATE TERMS: Any reference, which may appear on any price list or literature, to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change, will not be part of any contract with the successful bidder(s) and will be disregarded by the state of Ohio.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this bid or in any contract awarded pursuant to this bid. The contractor must provide merchandise in unit quantity(s) as indicated in the bid/bid response/contract.

SWEATSHOP FREE: By the signature affixed to this Bid submission, Bidder certifies that all facilities used for the production of the supplies or performance of services offered in the Bid are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by the Bidder in furnishing the supplies or services described in the bid and awarded to the Bidder. If DAS receives a complaint alleging non-compliance with sweatshop free requirements, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. If allegations are proven to be accurate, the Contractor will be advised by DAS of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

Bid Automobile Liability Checklist:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.): Bidder shall list names of subcontractors who will be performing work under the Contract. If no subcontractors will be used to perform work under this Contract list "Not Applicable" below.

NONE	

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

DISCLOSURE OF FULFILLMENT HOUSES:

A Fulfillment House is defined as follows: A third party that performs outsourced storage, order picking, packing, shipment and/or tracking activities for the Contractor. Bidders seeking to enter into a materials contract shall disclose the following: (use additional sheets if necessary).

If awarded a contract under this Invitation To Bid, do you intend to use a Fulfillment House(s) as defined above to fulfill your obligations under the Contract? Yes:[] No: []

If you answered yes above, complete the following information:

a) Principal location of business for the contractor (Name/City/State/Country)

N/A

b) Principal location of all Fulfillment Houses (Name/City/State/Country)

N/A

DISCLOSURE OF FULFILLMENT HOUSES (Cont'd):

c) Location where inventory to support the Contract will be maintained (Name/City/State/Country)

Opelika, AL

d) Has this Fulfillment House ever been asked to withdraw from a contract with the state of Ohio, either as a Fulfillment House or as a direct contractor to the State? Yes [] No []

e) Has this Fulfillment House ever been asked to withdraw from a contract with another state or government body?
Yes [] No []

The state of Ohio neither approves nor disapproves of any Fulfillment House. The State reserves the right to authorize or fail to authorize the use of any Fulfillment House. Prior removal from a contract or contracts may be cause for disqualification.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is complete, correct, true and accurate. The Bidder agrees that no changes will be made to this list of fulfillment houses without amendment to the contract issued subsequent to the analysis of bids. Any attempt by the Bidder/Contractor to change or otherwise alter Fulfillment House locations where services will be performed without prior amendment to the contract, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

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

SPECIFICATIONS

I. SCOPE

These specifications cover twill fabric in various colors for OPI Correctional Industries OPI Garment Shop at the Allen Correctional Institution located at 2338 North West Street, Lima, OH 45801 or other location(s) in Ohio specified by OPI.

II. CLASSIFICATION OF MATERIAL

- Item 1.a. Twill Fabric, Navy Blue
- Item 1.b. Twill Fabric, Bleached White
- Item 1.c. Twill Fabric, Orange
- Item 1.d. Twill Fabric, Khaki

III. GENERAL REQUIREMENTS

- A. All fabric offered shall be free from any type of manufacturing defects, dirt, and debris, which could impair the fabric's appearance and/or serviceability. Such defective fabric and/or materials discovered when the original roll, carton and/or bale is opened and inspected for use will be returned immediately at the contractor's expense.
- B. Fabric shall be put up on appropriate size core and packaged in accordance with industry standards as such to protect the fabric from the adverse affects of humidity, light, dust, dirt, moisture and physical damage due to impact and crushing during shipping and/or storage. Packages are to be clearly marked to indicate contents. A complete packing list must accompany all deliveries.
- C. All materials offered in response to this bid shall be first quality.
- D. After award of any contract pursuant to this bid, the OPI Garment Shop at the Allen Correctional Institution and the awarded contractor will determine in writing, the exact shade for colors specified to be provided pursuant to this Bid/Contract. The OPI Garment Shop may use Pantone Color Charts or other appropriate method to designate color shade(s) required.
- E. As a requirement for evaluation of this Bid or at any time during the term of a contract awarded pursuant to this Bid OPI may determine to submit sample(s) of the item(s) provided pursuant to this Bid/Contract to an independent testing laboratory, chosen by OPI, for determination of conformance with any or all the item specifications below. For bid evaluation purposes, the expense of such testing shall be paid by the Bidder. After award of a contract, if found to be conforming to the item specifications, the cost of such testing will be at the expense of OPI. After award of a contract if found that samples are not in conformance with the specifications below, the testing shall be at the expense of the Contractor and contractual remedy as described in the Standard Contract Terms and Conditions Section II. shall apply.

IV. SPECIFICATIONS

A. Twill Fabric: Items A.1.a., A.1.b., A.1.c. and A.1.d.

Cutable Width: 60 inches
Minimum Weight: 5.5 Oz. per square yard
Blend: 65% polyester, 35% cotton
Construction: 116 x 54 weave
Minimum thread count: 170
Tensile Strength: Warp 150 - 165, Fill 85 - 95
Finish: Crease resistant finish
Shrinkage: Pre-shrunk with 3% residual shrinkage maximum
Selvage: Fast selvage edges on both sides
Put-up: 200 linear yards
Required Colors: Reactive dyed navy blue, khaki, orange, and bleached white
Pricing: Per linear yard

CONTRACT PRICE SCHEDULE

Bid Item #	OAKS Item Identification Number	OPI Item Number	Description	Mfgr or Mill Name & Style / Item Number	UoM	Bid Price (\$USD)
A.1.a.	20027	160091	Twill Fabric, 5.5 Oz Sq Yd, 65/35 Poly/Cotton, Navy Blue	TABB TW551	Ln Yd	\$ 2.05
A.1.b.	20028	170091	Twill Fabric, 5.5 Oz Sq Yd, 65/35 Poly/Cotton, Bleached White	TABB TW550	Ln Yd	\$ 1.90
A.1.c.	20029	190091	Twill Fabric, 5.5 Oz Sq Yd, 65/35 Poly/Cotton, Orange	TABB TW552	Ln Yd	\$ 2.05
A.1.d.	20030	180091	Twill Fabric, 5.5 Oz Sq Yd, 65/35 Poly/Cotton, Khaki	TABB TW553	Ln Yd	\$ 2.05

Please complete the following: ITEMS IN THIS BID CONTAIN RECYCLED MATERIALS - Y/N: NO.

IF SO _____%. The foregoing will not be a part of the bid evaluation.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000005632

Tabb Textile Co. Inc.
511 Pleasant Drive
Opelika, AL 36801

BID/CONTRACT NO.: SA900510-3 (04/30/13)

DELIVERY: 45 Days A.R.O.

TERMS: Net 30

CONTRACTOR MAILING ADDRESS:

Tabb Textile Co., Inc.
P.O. Box 2707
Opelika, AL 36803-2707

CONTRACTOR REMITTANCE ADDRESS:

Tabb Textile Co., Inc.
P.O. Box 532788
Atlanta, GA 30353-2788

CONTRACTOR'S CONTACT:

Marsha Thrift

Telephone: (334) 745 6762 (ext 103)
FAX: (334) 745 2377
Email: marsha@textilegroup.net

CUSTOMER SERVICE CONTACT:

Letty Jacobs

Telephone: (334) 745 6762 (ext 104)
FAX: (334) 745 2377
Email: letty@textilegroup.net

ACCOUNTS RECEIVABLE/INVOICING

Linda Potts

Telephone: (334) 745 6762 (ext 117)
FAX: (334) 745 2377
Email: linda@textilegroup.net

OAKS Item Identification Number: 17934, Freight on Less Than Minimum Orders

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
4	12/01/11	Issued to create Part B to this contract subsequent to the award of Add-On Bid OT903012 effective 12/01/11
3	09/02/11	Issued with agreement of the contractor, Tabb Textile Co, Inc. to reduce the price on OAKS item 17933, OPI Item 030095 Cloth Sheeting, Bleached White, 54" from \$1.28 Ln/Yd to \$1.15 Ln/Yd effective with purchase orders issued on or after 09/02/11.
2	02/14/11	Issued to adjust prices for all items on this contract effective 02/14/11.
1	06/07/10	Issued to correct a typographical error in contractor email addresses on page 13 of the contract.