

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

MANDATORY USE CONTRACT FOR: Laundry Services for the Scioto Youth Facility

CONTRACT No.: OT903111

EFFECTIVE DATES: 01/01/11 to 10/31/12
Expires 05/03/14*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903111 that opened on 10/13/10. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including 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 Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to The Ohio Department of Youth Services, Scioto Youth Facility, 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.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

Anita A. Jones, MBA, MPM
anita.jones@das.ohio.gov

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

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

Minority Business Enterprise Award in accordance with ORC CH. 125.081

*This amendment is to notify that this contract terminated 05/03/14 due to closure of the facility.

Signed: _____
Robert Blair, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the Supplemental Contract Terms and Conditions. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

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.

SITE VISIT: Prior to submitting their bid response, the bidder should visit the agency they are bidding in order to survey the facility(s) and to become familiar with the requirements of the bid. The bidder must contact Carol Clodfelder at (740) 881-3208 to schedule an appointment. Once a contract is awarded, failure of the bidder to have requested a site visit to become familiar with the facility and requirements of the bid will be insufficient reason to support any request to be released from the contract.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". Failure to bid all items shall deem your bid non-responsive and no further consideration for award shall be given to your bid.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase 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. Prices may be increased only once in a 12 month period.

The price increase 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".

EXECUTIVE ORDER 2010-09S - BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:

The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

A. TERMINATION, SANCTION, DAMAGES:

The State is not obligated and shall not pay for any services provided under this Contract that the Contractor or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and Contractor shall immediately return to the State all funds paid for those services.

In addition, if the Contractor or any of its subcontractors perform any such services outside of the United States, the State may, at any time after the breach, terminate this Contract for such breach, upon written notice to the Contractor. If the State terminates the Contract, the State may buy substitute services from a third party, and the State may recover the additional costs associated with acquiring the substitute services.

If the Contractor or any of its subcontractors prepares to perform services, changes or shifts the location(s) of services performed by the Contractor or its subcontractors under this Contract to a location(s) outside of the United States, but no services are actually performed, the Contractor has five (5) business days to change or shift the location(s) of services performed to location(s) within the United States. The State may recover liquidated damages in the amount of 5 % of the value of the contract for every day past the time permitted to change or shift the location(s).

B. ASSIGNMENT / DELEGATION:

The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

The Bidder shall complete and submit with their bid the Standard Affirmation and Disclosure Form, Attachment Three, on page 11.

DISCLOSURE OF SERVICE PROVIDERS: Bidders is to complete and submit the Disclosure Of Service Providers, Attachment One, on page 10 of this invitation to bid summary.

BIDDER DISCLOSURE STATEMENTS: Bidders is to complete and submit with their bid the Bidder Disclosure Statements, Attachment Two, on page 11 of this invitation to bid summary.

FEDERAL TAXPAYER IDENTIFICATION FORM W-9 - Notice to Bidders: All Bidders should download a Federal Request for Taxpayer Identification Number and Certification W-9 Form and submit it as part of their bid response. The W-9 form must be completed and must display an original signature. Copied or stamped signatures are not acceptable.

To download the W-9 form from your internet explorer:

- type: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>
- download and complete the form and submit the completed form with your bid response

This completed form should be returned as part of the bid response. If a current W-9 is not provided with the bid submission the bidder will have seven (7) calendar days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

AFFIRMATIVE ACTION PROGRAM VERIFICATION: The Ohio Revised Code (ORC) requires all Contractors from whom the State or any of its political subdivisions make purchases have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons. An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization. Prior to the award of a contract a prospective vendor must have filed verification with the state of Ohio EOD that the contractor has a written affirmative action program. Verifications may be submitted online at the following URL: <http://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx> For questions or help with filing a verification contact the Affirmative Action/EEO Unit at (614) 466-8380. Prospective vendors should submit proof with their bid that they have an Affirmative Action Program on file with the state of Ohio DAS/EOD. If said information is not provided with the bid submission the bidder will have seven (7) calendar days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

INSURANCE REQUIREMENTS: Bidders should provide with their bid, documentation of the following insurance coverages required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 (refer to the Bid Page One, link to Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions):

1. Ohio Bureau of Workers' Compensation Certificate or in the case of non-state of Ohio bidders, proof of workers compensation insurance in your state of domicile.
2. Employer's Liability (Stop Gap) insurance with limits of not less than one million (\$1,000,000.00) dollars.
3. Automobile Liability with limits in accordance with Federal and State laws.
4. Commercial General Liability (CGL) Insurance:
 - a. Limits of \$500,000.00 per occurrence.
 - b. Limits of \$1,000,000.00 annual aggregate.

- c. To be compliant, the CGL policy must include the following three endorsements:
- 1) a blanket waiver of subrogation.
 - 2) a statement that the Contractor's CGL coverage is primary over any other coverage.
 - 3) designate the state of Ohio as an additional insured.

If the Bidder does not currently carry the amounts of coverage and/or the required endorsements specified above, the Bidder should provide a letter from their insurance company stating that the Bidder's coverage will be increased to the specified amounts and/or the required endorsements will be added to the policy upon award of the ensuing Contract. The letter from the insurance company should also be submitted with the Bid. If a compliant insurance certificate is not provided with the bid submission the bidder will have seven (7) calendar days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

INSURANCE DOCUMENTS: Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents showing compliance with all applicable coverages required by this contract. As required, the documents must include a current Workers' Compensation Certificate and an Accord Certificate of all applicable insurance coverages and must include all required Commercial General Liability endorsements as described in Articles S-12 and S-13 of the Supplemental Terms and Conditions of this contract and/or in the **INSURANCE REQUIREMENTS** clause above.

Failure to maintain compliant insurance coverage per Article S-12 and S-13 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Dennis Kapenga (dennis.kapenga@oit.ohio.gov).

SPECIFICATIONS TO PROVIDE LAUNDRY SERVICES FOR SCIOTO YOUTH FACILITY

I. SCOPE:

These specifications are for the procurement of laundry services, including pick-up of soiled laundry, cleaning, sanitizing, packaging/wrapping, and delivery/placement of clean laundry for the Scioto Juvenile Correctional Facility.

II. FACILITY:

Laundry services shall be provided to:

Scioto Juvenile Correctional Facility
5993 Home Road
Delaware, Ohio 43015

III. FACILITY REQUIREMENTS:

A. Clothing, Linen, Bedding, Cleaning Floors (mop heads etc).

1. Bagged Clothing

a. Each unit within the facility will have a designated color assigned. Each mesh laundry bag will have affixed to it a fade resistant tag/patch, bearing the cottage name, room number, and/or bed number. All mesh laundry bags of clothing will then be placed in a cart(s) for each unit of the respective facility. Each clothing cart will have an inventoried list count sheet noting the number of mesh laundry bags.

b. It is the facilities responsibility to securely fasten laundry bags before being sent for cleaning.

2. Loose Clothing

All articles of clothing will be placed in laundry transport carts provided by the facility and made available for pickup at designated points. Laundry transport carts will be identified by facility name and unit number or name. Each clothing cart will have an inventoried list count sheet noting the number of each type, style and size of garment with the laundry cart. After cleaning, the laundry contractor will return clothing to the unit cart it was received.

3. Linen

Linen will be placed in a designated cart(s) for each unit of the facility. An inventoried count sheet will accompany each linen cart, stating how many sheets, pillow cases, towels, dust mops, etc., are in that specific cart.

4. Contaminated laundry will be placed in melt-away bags. The bag(s) will be placed in the appropriate unit cart.

B. Facility Laundry Mix

Bag Laundry
Loose clothing
Linens
Contaminated laundry

C. Clothing and Linen Inventory Accountability

1. After cleaning and delivery from the contractor, each unit of the facility will verify they have accounted for all clothing bags, loose laundry and linen picked up.

IV. PERFORMANCE REQUIREMENTS:

A. The contractor shall pick up soiled linen and return clean linen to point of origin.

1. All bags of clothing, loose clothing and linens will be placed in laundry transport carts provided by the facility and made available for pickup at designated points. Laundry contractor will keep color coded clothing bags, loose clothing and linen in the respective designated unit carts. Each unit will receive back the exact bagged clothing, loose clothing and linen which were submitted to the contractor for cleaning.

2. The contractor will attach a plastic tie on each laundry bag for added security. The contractor is responsible for removing the plastic ties from the laundry bags, prior to delivery to the designated units.
3. The contractor shall replace all clothing lost, damaged or misplaced due to contractor's handling.
4. After notification by the agency, the contractor shall have 24 hours to return any misplaced or previously undelivered items back to the facility.
5. While the facility's clothing/linen is in the possession of the contractor, should it be destroyed due to unforeseen events such as fire, tornado, etc., the contractor will be responsible for replacement of all lost or damaged items. The items will be of like kind as approved by DYS.
6. The contractor will inspect all cleaned laundry, prior to delivery, for contraband, such as: safety pins, plastic wire ties or any item normally used in a laundry facility.

V. FACILITY CONTACT

Scioto Juvenile Correctional Facility Gene Strowbridge (740) 881-3250

VI. PICKUP AND DELIVERY SCHEDULE

A. Pickup Schedule and Delivery Schedule

The facility will have a pick up schedule of non-holiday, Monday, Wednesday and Friday.

1. Holidays.

Holidays that occur on a scheduled pick-up day shall have items picked up on the next scheduled pick-up day (Monday-Friday).

2. Monday's laundry pick up will be returned on Wednesday.
Wednesday's laundry picked up will be returned on Friday.
Friday's laundry picked up will be returned on Monday.

3. Laundry items shall be picked up and delivered between 8:30 a.m. and 11:00 a.m.

3. If for any reason the contract laundry is inoperable, it will be the responsibility of the contractor to maintain normal service for the institution.

VII. CLOTHING AND LINEN

- A. All articles of clothing and linen will be provided by the facility. General listing of items to be laundered include the following:

Girls

T-Shirts
Scrub Pants
Housecoats
Night Shirts
Gym Shorts
Sweat Shirts
Jacket or Coat
Jump Suits
Panties
Bras
Socks
Winter Hats and Gloves

Boys

T-Shirts
Scrub Pants
Socks
Under shorts
Gym Shorts
Sweat Shirts
Jacket or Coat
Jump Suits
Winter Hats and Gloves

Linens

Bath Towels
Kitchen Towels
Wash Cloths
Pillow Cases
Sheets
Blankets
Clinic Patient Drapes
Carpet Mats
Mop heads
Dust Mop Heads
Rags

VIII. CLEANING

- A. Clothing and linens are to be washed with appropriate cleansers and water temperatures for wash and rinse regulated according to fabric content and extent of soiling. Water temperature should be balanced to sanitize the material without causing shrinkage.

- B. Clothing and linens are to be tumble-dried with appropriate softeners and temperature settings controlled according to fabric content. Damp clothing is not acceptable and may be deducted from contractor's invoicing.
- C. Linen items are to be pressed and returned to original laundry transport carts.
- D. No plastic wraps, coat hangers, hooks, pins, or other sharp objects are to be returned with cleaned laundry.

IX. GENERAL CONDITIONS

- A. Any adjustments in scheduling or pickup points must be approved by the facility.
- B. Laundry contractor is to submit with their bid response their Operation and Procedure Manual and their Quality Assurance Program (QAP) Manual currently being used in a health care facility. Within the first thirty (30) days after the contract effective date, the contractor shall meet with the institution contact person to develop written procedures for maintaining control and accountability of clothing and linen specifically dedicated to the Institution.
- C. Bidder is to submit three (3) references from health care facilities (e.g., hospital, ICF/MR, nursing home, or mental health facility) for which the bidder has provided laundry services. References shall include the facility name, contact person, telephone and fax numbers, dollar volume and length of service. Bidder is to complete Bidder References, Attachment Four, on page 14 and submit with their bid.

X. BILLING

Laundry contractor to provide certified weight tickets based on dry, clean weight and submit monthly invoices according to actual poundage for the following location:

Scioto Juvenile Correctional Facility
 5993 Home Rd.
 Delaware, Ohio 43015

CONTRACT PRICING:

Price per pound, of clean, dry weight. Contractor's price shall include all expenses inherent (labor, transportation, equipment maintenance, insurance, etc.) for providing services as specified herein.

OAKS ITEM ID	FACILITY TO RECEIVE LAUNDRY SERVICES	PRICE PER POUND
9568	Scioto Juvenile Correctional Center 5993 Home Road, Delaware, Ohio 4 015	\$ 0.517

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT903111-1 (05/03/14)*



Minority Business Enterprise (MBE)

Purchase Orders To:

OAKS ID# 0000149329
Impressed Dry Cleaning
276 E. Main St.
New Albany, OH 43054

DELIVERY: M, W and F as specified in the contract

TERMS: Net 30 Days

Remit To:

Impressed Dry Cleaning
P.O. Box 1753
Westerville, OH 43086

CONTRACTOR'S CONTACT: Ronald Williams

Telephone: (614) 704-2470
FAX: (614) 939-9046
E-Mail: Ronald_williams@wowway.com

Preferred method of receiving purchase orders: FAX

*This amendment is to notify that this contract expired 05/03/14 due to closure of the facility.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	05/16/14	This amendment is terminate laundry services for The Scioto Youth Facility due to closure of the location effective May 3, 2014.
2	11/01/13	This amendment is issued to renew the contract for twelve (12) months effective 11/01/13.
1	11/01/12	This amendment is issued to renew the contract for twelve (12) months, change the Contract Analyst and update Contractor's email address.