

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

REQUIREMENTS CONTRACT: MATTRESS MATERIAL, BACTERIOSTATIC / ANTISTATIC

CONTRACT No.: OT907509

EFFECTIVE DATES: 03/16/09 to 02/29/12
Renewal through 04/30/14*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT907509 that opened on 02/18/09. 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 DEPARTMENT OF REHABILITATION & CORRECTIONS, OHIO PENAL INDUSTRIES, CHILLICOTHE CORRECTIONAL INSTITUTION, 15802 STATE ROUTE 104 NORTH, CHILLICOTHE, OHIO 45601, 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:

Meredith Stang*
Meredith.stang@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>

*Indicates a contract extension through april 30, 2014 and an update to the agency contact.

Signed: _____
Robert Blair, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Amendments to Contract Terms and Conditions	3
Delivery and Acceptance	3
Order Totaling Less Than Two Thousand Yards	3
Descriptive Literature	3
Product Samples	3
Technical Data	4
Evaluation	4
Contract Award	4
Fixed-Price with Economic Adjustment	4
Usage Report	4
Bid Automobile Liability Checklist	5
Disclosure of Subcontractors/Joint Ventures	5
Ohio Department of Rehabilitation and Correction – Institutions	6
Specifications	7-9
Exhibit A – For Reference Only	11
<u>CONTRACT ITEMS</u>	
Price Schedule	10
Contractor Index	12

SPECIAL CONTRACT TERMS AND CONDITIONS

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 thirty (30) 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. All items on the bid shall be made available for delivery to:

OPI – Chillicothe Correctional Institution
15802 State Route 104 North
Chillicothe, Ohio 45601
Contact Person: Brendee Billings, Industry Manager – (740) 774-7080 x 2440
Delivery: Monday – Thursday 7:30 a.m. - 10:00 am and 11:45 am - 2:30 pm.

No deliveries shall be made Fridays, weekend or on State holidays.

NOTE: All deliveries to be coordinated with the Institution.

SPECIAL NOTE: DAS / OPI reserves the right to add any additional institutional sites for shipment. Primary shipment institution is listed on page 3 all other potential institutional locations for shipment are listed on page 6.

ON ORDERS TOTALING LESS THAN TWO THOUSAND (2,000) YARDS: Shipment is to be made by freight, parcel post, express or commercial package delivery, whichever is the most economical method for proper delivery of the item F.O.B. destination. The cost of transportation from the contractor's address to the destination on such orders shall be prepaid and added to the invoice.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, 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 of comparison with actual product delivered under contract. Any variation between the samples and product being 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

TECHNICAL DATA: The bidder(s) may be required to submit technical data and/or laboratory test report(s) for the supplies being offered. The technical data and/or test report(s) will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the technical data and/or test report within seven (7) calendar days after notification. Failure to provide the technical data and / or test report within the stated time period may result in the bidder being deemed not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the price per lineal yard/quart by the estimated requirements listed in the bid and then adding each of the totals together to arrive at a total for all mandatory items. Failure to bid all mandatory items may result in the bidder being deemed as not responsive and no further consideration given for potential awarding of the contract.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

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 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.

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".

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) 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: Jennifer Dammeyer, CPPB.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont'd)

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.):

List names of subcontractors who will be performing work under the Contract.

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.

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION - INSTITUTIONS

Allen Correctional Institution Lima, Ohio 45802	Noble Correctional Institution Caldwell, Ohio 43724
Belmont Correctional Institute St. Clairsville, Ohio 43950	North Central Correctional Institution Marion, Ohio 43302
Chillicothe Correctional Institute Chillicothe, Ohio 45601	North Coast Correctional Treatment Facility Grafton, Ohio 44044
Corrections Medical Center Columbus, Ohio 43223	Northeast Pre-Release Center Cleveland, Ohio 44115
Correctional Reception Center Orient, Ohio 43146	Oakwood Correctional Facility Lima, Ohio 45801
Dayton Correctional Institution Dayton, Ohio 45417	Ohio Reformatory for Women Marysville, Ohio 43040
Franklin Pre-Release Center Columbus, Ohio 43223	Ohio State Penitentiary Youngstown, Ohio 44505
Grafton Correctional Institution Grafton, Ohio 44044	Pickaway Correctional Institution Orient, Ohio 43146
Hocking Correctional Facility Nelsonville, Ohio 45764	Richland Correctional Institution Mansfield, Ohio 44901
Lake Erie Correctional Institution Conneaut, Ohio 44030	Ross Correctional Institution Chillicothe, Ohio 45601
Lebanon Correctional Institution Lebanon, Ohio 45036	Southeastern Correctional Institution Lancaster, Ohio 43130
London Correctional Institution London, Ohio 43140	Southern Ohio Correctional Facility Lucasville, Ohio 45699
Lorain Correctional Institution Grafton, Ohio 44044	Toledo Correctional Institution Toledo, Ohio
Madison Correctional Institution London, Ohio 43140	Trumbull Correctional Institution Leavittsburg, Ohio 44430
Mansfield Correctional Institution Mansfield, Ohio 44901	Warren Correctional Institution Lebanon, Ohio 45036
Montgomery Education & Pre-Release Ctr. Dayton, Ohio 45418	Marion Correctional Institution Marion, Ohio 43302

SPECIFICATIONS

I. SCOPE:

Ohio Penal Industries (OPI) requires various items for use in the fabrication process of industrial / health mattresses. This Invitation to Bid (ITB) is for hospital fabric and adhesive to meet this need. The fabric shall be equivalent to polyester reinforced polyvinyl chloride plastic fabric laminated on both sides with a plasticized vinyl chloride polymer coating; pigmented so as to meet the requirements of the specification. The coating shall be free of objectionable odors; free from ingredients, which may have an irritating effect on the skin, or are known to be toxic. The fabric shall be compatible with cellular flexible cushioning foam, thermally bonded polyester and/or boric acid treated cotton batting. The fabric shall not suffer cracks or show damaging effects under typical institutional use and cleaning for a minimum of two (2) years.

II. Testing Methods: The latest revision of the following American Society for Testing and Materials (ASTM) Standards, <http://www.astm.org>, whole or in part, is to be applied for test results of material offered.

- A. ASTM D751 Standard Test Methods for Coated Fabrics
- B. ASTM D6413 Standard Test Methods for Flame Resistance of Textiles
- C. ASTM D5034 Standard Test Methods for Breaking Strength and Elongation of Textile Fabrics
- D. ASTM D2261 Standard Test Methods for Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure
- E. ASTM D3776 Standard Test Methods for Mass Per Unit Area (Weight) of Fabric

III. PACKING AND MARKING:

Material shall be furnished in rolls on a skid, shrink wrapped, and packed in accordance with good commercial practice. Each roll wrapper shall be marked with the name of the manufacturer and their identifying stock or serial number.

IV. LENGTHS AND WIDTHS:

Rolls shall contain approximately 100 yards of fabric as specified on the order, with no more than two (2) lengths (pieces) per roll, with no length (piece) less than seven (7) yards. The overall width of the trimmed, finished material shall be as specified in bid (allowable tolerance plus 2", minus 0").

V. COLOR AND FINISH:

- A. The color shall be permanent, non-fading and non-bleeding.
- B. The color of the fabric shall be fawn and/or blue for the 14oz (+/- 1 oz tolerance) fabric.
- C. The exterior (exposed) surface of the fabric should have a non-skid plain weave finish to minimize patient, mattress or bed linen slippage.

VI. FLAME RESISTANCE:

To minimize fire hazard, the fabric shall be flame resistant and shall be tested to ASTM D6413 and shall meet all federal requirements on flame retardancy.

VII. ANTIMICROBIAL ACTIVITY AND PATIENT EXPOSURE:

- A. The fabric shall be resistant to antimicrobial activity and resistant to organisms that degrade, stain, or leave orders.
- B. The fabric shall be hypoallergenic and free of toxic reactions or irritation to patient exposure.
- C. The fabric shall meet all federal requirements on antimicrobial activity and patient exposure.

SPECIFICATIONS (cont.)

VIII. ELECTROSTATIC CHARGE DISSIPATION:

Antistatic hospital fabrics shall be capable of preventing the accumulation of dangerous amounts of static electrical charges. It shall prevent build up or retention of dangerous electrostatic charges. It must be an integral part of the fabric which cannot be worn away.

IX. STAINING AND PENETRATION RESISTANCE

A. ALCOHOL RESISTANCE AND OIL RESISTANCE:

1. The fabric shall be alcohol resistant and there shall be no discoloration or other adverse effects when tested.
2. The fabric shall be oil resistant and wash off with a cloth or sponge using soap and water. There shall be no staining, discoloration or penetration and the tear strength shall not be significantly changed.

X. CREASE RESISTANCE:

The fabric shall be crease resistant when folded and refolded repeatedly. There shall be no sign of cracking or flaking.

XI. BASE CLOTH:

The base cloth shall be made of woven polyester scrim. The size of yarn and construction of the cloth shall be that necessary to provide overall coated weight and to conform to the other physical properties.

XII. COATING MATERIAL:

Coating material, outer covering, shall be as described in I (Scope). Coating shall be resistant to staining from various hospital medicants, excreta and soil. Material shall be cleanable with mild soap and water, leaving a clean, unbleached surface after washing.

XIII. FABRICATION:

Material furnished shall be capable of being sewn and cemented and shall be capable of being patched, seamed, or similarly repaired with a cement to be specified by the awarded contractor.

XIV. WATER-PROOFNESS:

The fabric shall be liquid penetration resistance, waterproofness, and hydrostatic tested to ASTM D751.

XV. FABRIC PLIABILITY:

To assure patients' comfort the fabric shall have excellent pliability, softness of hand and conform to industry standards.

SPECIFICATIONS (cont.)

XVI. SUITABILITY FOR INTENDED PURPOSE

As stated in the preceding paragraphs these materials are intended to be used to manufacture industrial / health mattresses. The mattress material must meet or exceed these specifications and the intended purpose. If the material should fail to meet their intended purpose they may be subject to the following tests:

- A. ASTM D751 Standard Test Methods for Coated Fabrics
- B. ASTM D6413 Standard Test Methods for Flame Resistance of Textiles
- C. ASTM D5034 Standard Test Methods for Breaking Strength and Elongation of Textile Fabrics
- D. ASTM D2261 Standard Test Methods for Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure
- E. ASTM D3776 Standard Test Methods for Mass Per Unit Area (Weight) of Fabric

XVII. CERTIFICATION

The awarded Contractor may be required to submit laboratory test report(s) from an Independent Certified Laboratory showing the test results of the supplies being offered. The test report(s) will be used to evaluate product being received to assure it complies with the contract requirements. If not included with product shipment(s), the Contractor will be required to provide the test report(s) within thirty (30) calendar days after notification by the ordering agency and / or the Office of Procurement Services to do so. Failure of the Contractor to provide the Independent Certified Laboratory test report(s) within the stated time period may result in the contractor being found in contract default. The cost of the requested test report(s) shall be paid entirely by the awarded Contractor.

PRICE SCHEDULE

ITEM NO.	DESCRIPTION	MFG. AND BRAND NAME AND COLOR	PRICE PER LINEAL YARD/QTS.
15825	Bacteriostatic Hospital Fabric, 14oz. (+/- 1 oz tolerance) per square yard. 39 1/2" width (+2"/-0" tolerance). Specify 14 oz bid Color: Fawn or equivalent	Herculite Products Sure-Chek 14oz 39.5" Fawn ***	\$2.81 /L.Y.
15827	Bacteriostatic Hospital Fabric, 14 oz. (+/- 1 oz tolerance) per square yard. 39 1/2" width (+2"/-0" tolerance). Specify 14 oz bid Color: Blue or equivalent	Herculite Products Sure-Chek 14oz 39.5" Blue***	\$2.81 /L.Y.
15828	Adhesive compatible to the 14 oz (+/- 1 oz tolerance) vinyl bid	American Adhesive CVV Adhesive	\$5.60 /QT
	<u>OPTIONAL*</u>		
15830	Bacteriostatic Hospital Fabric, 12 oz – 13oz. (+/- 1 oz tolerance) per square yard. 39 1/2" width (+2"/-0" tolerance). Specify 12 oz bid. Color: All other available colors**	Herculite Products Sure-Chek 44 XL 12oz 39.5" All colors listed	\$2.20 /L.Y
15828	Adhesive compatible to the, 12-13 oz (+/- 1 oz tolerance) vinyl bid	American Adhesive CVV Adhesive	\$5.60 /QT
15831	Bacteriostatic Hospital Fabric, 14 oz. (+/- 1 oz tolerance) per square yard. 39 1/2" width (+2"/-0" tolerance). Specify 14 oz bid Color: All other available colors**	Herculite Products Sure-Chek 14oz 39.5" All colors listed***	\$2.81 /L.Y.

ITEM NO.: 11899 - Freight Charges on items totaling less than 2,000 yards

*Optional items will not be included in the bid evaluation but may become part of any awarded contract. Bidder shall submit a color chart / list with bid for optional item(s). Failure to do so may deem bid not responsive.

**SPECIFY OPTIONAL COLORS AVAILABLE:
 Fawn, Medium Green, Gull Grey and Princess Blue

**All other available colors including clear should be bid. Only one price for all other available colors will be accepted.

FABRIC PRODUCT MANUFACTURED BY: Herculite Products Inc.

FABRIC PLANT LOCATION: Emigsville, PA 17318

ADHESIVE PRODUCT MANUFACTURED BY: American Adhesive

ADHESIVE PLANT LOCATION: Newark, NJ

UNSPSC No.: 11162100 Fabric, 31201600 Adhesive

CONTAINS RECYCLED CONTENT: Y/N No IF SO, PERCENT: N/A %

***Denotes 8,500 L.Y. minimum order required per release, per color, per item for 14oz material.

EXHIBIT A – FOR REFERENCE ONLY

Historical typical values of material used in the past – for reference only:

Properties	Typical Test Values	Test Method	Typical Test Values	Test Method
Weight (oz/yd²)	13.7	ASTM D3776	11.8	ASTM D3776
Tear (lb)		ASTM D2261		ASTM D2261
warp	95		105	
fill	95		115	
Tensile (lb/inch)		ASTM D5034		ASTM D5034
warp	230		220	
fill	210		195	
Adhesion (lb/inch)		QC-P-014 Free Peel		QC-P-014 Free Peel
warp	Face - 6 minimum	lb/2"	Face -7 minimum	lb/2"
fill	Reverse - 4 minimum		Reverse - 4 minimum	
Flame Retardancy/Resistance		ASTM D6413		ASTM D6413
	After Flame 1.4	(sec/in)	After Flame 1.0	(sec/in)
	Char Length 4.0	(sec/in)	Char Length 4.3	(sec/in)

CONTRACTOR'S INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

135325
Aberdeen Road Co.
dba Herculite Products Inc.
105 East Sinking Springs Lane
Emigsville, PA 17318-0435

BID CONTRACT NO.: OT907509 (02/28/14)

CONTRACT: OT907509-2
SHIPMENT: 15 Days A.R.O.
TERMS: ½% 10, Net 30 Days

CONTRACTOR'S CONTACT: Carol Deller,

Telephone: (717) 764-1192, x2295
Toll Free: (800) 772-0036
Fax: (717) 764-5211
E-MAIL: cdeller@herculite.com

REMIT TO:

135325
Herculite Products Inc.
P.O. Box 7777 W-83-10
Philadelphia, PA 19175-8310

Preferred Method of Receiving Purchase Orders:

E-MAIL: cdeller@herculite.com

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	03/01/13	This amendment is issued to indicate the subject contract has been renewed for an additional 12 months, effective March 01, 2013 through February 28, 2014. The contract analyst name has also been updated. All other prices, terms and conditions remain unchanged.
1	03/01/12	To notify of contract renewal for twelve (12) months effective March 1, 2012.