

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

REQUIREMENTS CONTRACT: FABRIC: TWILL, CHAMBRAY, LINING MATERIAL, BROADCLOTH, CLOTH SHEETING, AND CODURA

CONTRACT No.: OT908706

EFFECTIVE DATES: 05/01/06 to 04/30/08
Renewal Through: 05/31/10

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT908706 that opened on 02/13/06. 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 OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, 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.

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:

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

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



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

Minority Business Enterprise Award in accordance with ORC CH. 125.081

Signed: _____
Hugh Quill, Director Date

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* Issued 08/30/07 under special amendment to insert a Summary of Amendments Section to the contract.

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.

MANUFACTURER'S SPECIFICATIONS: Manufacturer's specification sheets are to be submitted with the bid for each item/manufacturer bid. Specification sheets/samples must be labeled with the name of the manufacturer, the style number and the category bid. The state acknowledges that it may receive bids from multiple distributors bidding the same manufacturer's product. In such situations, specification sheets/samples may be submitted by manufacturer(s) on behalf of multiple distributors, provided that such specification sheets/samples must be accompanied by written documentation, on manufacturers letterhead, signed by an authorized representative of the manufacturer, listing the named distributor(s) for whom the specification sheets/samples are provided. Any bidder not appearing on this listing and/or bidders failing to furnish requested specification sheets/samples may be considered not responsive.

PRODUCT SAMPLES: The bidder shall submit samples of the supplies being offered as part of the bid response. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. Failure to provide the samples with the bid response 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.

SAMPLE SUBMISSION: Samples shall be a manufacturer's labeled minimum cut of one (1) yard full cut swatch to State Purchasing, Attn: Larry House, 4200 Surface Rd., Columbus, OH 43228-1395 for each item bid, on or before bid opening, marked as to width, weight per square yard, yarn construction, thread count, and finish.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". To determine the low lot total price of each category, the state will multiply the Estimated Usage Per Year of each item designated in the category by its corresponding Unit Price Per Yard.

The total of each of these units will be added together and awarded to the lowest responsive and responsible bidder for each category, with the exception of Category C, which will be awarded by line item.

Although there will be separate category and line item awards made, bidders are eligible to receive awards of multiple categories and line items providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the categories.

Additionally, the following items will be a part of the evaluation process: Quality of workmanship shown in submitted samples; adherence to fabric/material specifications; ability of bidder to meet delivery requirements; and cost of fabric/material.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by category of product with the exception of Category C.

Category C will be awarded to the lowest responsive and responsible bidder by line item. Failure to bid all items within categories A and D may result in the bidder being deemed not responsive for these two categories.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS

DATA SHEET: Shown below are the specification requirements for the supplies that the state desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Director, Department of Administrative Services. Bidder signifies compliance or non-compliance with specifications by listing and outlining all deviations from specifications and returning it with the bid. Failure to comply may deem the bid not responsive.

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.

SIZES AND COLORS: Bidders shall offer all sizes and colors as stated per item within each category/line item. Failure to bid offer all sizes and colors stated may deem your bid not responsive.

ALTERNATE BIDS: Bidders submitting alternate bids must submit a separate, complete pricing schedule clearly marked as an alternate bid. All terms and conditions for alternate bids apply. Items submitted as alternate bids that are noted in the margins of the pricing schedule are unacceptable. Such alternate bids shall be deemed not responsive.

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.

MINIMUM ORDER: The minimum dollar value of any order placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be less than indicated as Vendor's Minimum Order Quantity in the Bid Price section. No order shall be placed against a contract awarded pursuant to this bid for less than twenty-five (\$25.00) dollars.

ON ORDERS TOTALING LESS THAN STATED ITEM MINIMUM: 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 vendor's address to the destination on such orders shall be prepaid and added to the invoice. Failure to provide or state a minimum order quantity shall be interpreted as no minimum order applies to any order.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first nine (9) 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.

SPECIAL CONTRACT TERMS AND CONDITIONS

FIXED-PRICE WITH ECONOMIC ADJUSTMENT (CONTINUED): 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 the provisions of Article 6, "Contract Terms and Conditions".

*USAGE REPORTS: Every six (6) months the 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 State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walter E. Schneider (walter.schneider@das.state.oh.us).

* Issued 08/30/07 under special amendment to update the Usage Reports clause of the contract.

SPECIFICATIONS FOR VARIOUS TYPES OF FABRICS
AND MATERIALS FOR O.P.I. CORRECTIONAL INDUSTRIES

I. SCOPE

These specifications cover various types of fabrics and materials for OPI Correctional Industries.

II. CLASSIFICATION

These specifications cover the following types:

- A. Category A -Type I: Twill Fabric
- B. Category B -Type II: Chambray Fabric
- C. Category C -Type III and Type IV: Quilted Lining Material and Broadcloth
- D. Category D -Type V (a) and (b): Cloth Sheeting
- E. Category E -Type VI: Poplin
- F. Category F -Type VII: Codura

III. APPLICABLE DOCUMENTS

The latest revision of Federal Specification CCC-C0430 1E, Amendment 1, applies to cloth sheeting.

IV. GENERAL REQUIREMENTS

- A. Workmanship: All fabrics and materials are to be free from any type of manufacturing defects, dirt, and debris, which could impair its 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 is to be returned immediately at the contractor's expense.
- B. Fabrics: All fabrics and materials offered in response to this bid are to be first quality.
 - 1. Type I - Twill Fabric:
Minimum Width: 59"/60"
Minimum Weight: 7.0 oz. per square yard
Yarns: 65% polyester, 35% cotton blend
Construction: 90 x 45 weave + 3%; 132 minimum thread count
Tensile Strength: Warp 150 + 10%, Fill 80 + 10%
Finish: CRF; pre-shrunk with 2% to 3% residual shrinkage
Selvage: Selvage edges
Put-up: 200 yds.
Colors: Navy Blue, Bleached White, Khaki, Olive and Orange
Dye: Vat dispersed dyes. Must pass 4A wash test
 - 2. Type II: Chambray Fabric:
Minimum Width: 60"
Minimum Weight: 4.5 oz. per square yard
Yarns: 50% polyester, 50% coated cotton
Construction: 90 x 54 weave, 134 minimum thread count
Finish: CRF; pre-shrunk with 2% to 3% residual shrinkage
Selvage: Selvage edges
Put-up: 200 yds.
Color: Blue; vat dyed; lot shaded

SPECIFICATIONS FOR VARIOUS TYPES OF FABRICS
AND MATERIALS FOR O.P.I. CORRECTIONAL INDUSTRIES

IV. GENERAL REQUIREMENTS (Cont'd)

3. Type III: Quilted Lining Material:

Minimum Width: 60"
Minimum Total Product Weight: 5.5 oz. per square yard
Quilting Design: 3" box, corner to corner with nylon sewing thread
Yarns: Face - 100% nylon or 100% polyester
Backing - Non-woven, spun bonded nylon fabric
Padding - 100% resin bonded polyester fiberfill
Thread - 100% nylon or 100% polyester
Construction: Face Only: Nylon 96 x 68 weave or polyester 90 x 50 weave
Finish: Washable not to exceed 2% to 3% residual shrinkage
Put-up: 60 yards or less
Color: Navy Blue, Orange

4. Type IV: Broadcloth:

Minimum Width: 60"
Minimum Weight: 3.2 oz. per square yard
Yarns: 50% polyester, 50% cotton blend
Construction: 96 x 56 weave in the gray; 152 minimum total thread count per square inch
Finish: Pre-cured; CRF; Pre-shrunk with 2% to 3% residual shrinkage
Selvage: Selvage edges
Put-up: 200 yds.
Color: Bleached White, Orange

5. Type V (a): Cloth Sheeting 45 Inches:

Minimum Width: 45" (plus or minus 2 inches)
Minimum Weight: 3.5 oz. per square yard
Yarns: 50% polyester, 50% cotton blend
Construction: 180 total thread count per square inch with a minimum of 172 total thread count per square inch.
Finish: CRF; pre-shrunk with 2% to 3% residual shrinkage
Selvage: Double selvage edges
Put-up: Rolls, minimum 200 yards, maximum 500 yards
Color: Bleached White

Type V (b): Cloth Sheeting 54 Inches:

Minimum Width: 54" (plus or minus 2 inches)
Minimum Weight: 3.5 oz. per square yard
Yarns: 50% polyester, 50% cotton blend
Construction: 180 total thread count per square inch with a minimum of 172 total thread count per square inch.
Finish: CRF; pre-shrunk with 2% to 3% residual shrinkage
Break Strength: Wrap-65, Fill 65
Selvage: Double selvage edges
Put-up: Rolls, minimum 200 yards, maximum 500 yards
Color: Bleached White

6. Type VI – Poplin:

Width: 63" to 65"
Minimum weight: 5 ozs. Per square yard
Fabric: 65% Polyester/35% Cotton
Construction; 99 X50
Shrinkage: 2-3%

SPECIFICATIONS FOR VARIOUS TYPES OF FABRICS
AND MATERIALS FOR O.P.I. CORRECTIONAL INDUSTRIES

IV. GENERAL REQUIREMENTS (Cont'd)

7. Type VII – Codura Plus DWR:

Denier: 1,000

Urethane Coated- Orange

Roll Width: 59-60"

Roll length: 50-300 yards.

- C. Unless otherwise specified, all fabric is to be on 1-3/4" to 2" (inside diameter) core and pre-numbered piece tag with shade securely attached to the end of each core.

V. PACKAGING

Fabric and materials are to be packaged as such to protect the products from the adverse effects of humidity, light, dust, physical damage due to impact and crushing during shipment and storage. Packages are to be clearly marked to indicate contents.

BID PRICE PAGE

CATEGORY A-Type I

CONTRACTOR: WILLIAM F. WILLIAMS CO.

OAKS ITEM Identification #	OPI NUMBER	DESCRIPTION	MANUFACTURER	*MINIMUM ORDER QUANTITY	UNIT PRICE PER YD.
10011	010091	Twill Fabric, Navy Blue	J. WEINSTEIN	10,000 yds.	\$ 1.82**
10012	020091	Twill Fabric, White	J. WEINSTEIN	5,000 yds.	\$ 1.62**
4903	030091	Twill Fabric, Khaki	J. WEINSTEIN	5,000 yds.	\$ 1.82**
10010	040091	Twill, Fabric, International Orange	J. WEINSTEIN	5,000 yds.	\$ 1.82**

CATEGORY B-Type II

CONTRACTOR: WILLIAM F. WILLIAMS CO.

OAKS ITEM Identification #	OPI NUMBER	DESCRIPTION	MANUFACTURER	*MINIMUM ORDER QUANTITY	UNIT PRICE PER YD.
4900	010092	Chambray Fabric, Blue, 60"	J. WEINSTEIN	10,000 yds.	\$ 1.47

CATEGORY C-Type III and IV

CONTRACTOR: WILLIAM F. WILLIAMS CO.

OAKS ITEM Identification #	OPI NUMBER	DESCRIPTION	MANUFACTURER	*MINIMUM ORDER QUANTITY	UNIT PRICE PER YD.
4902	010096	Quilted Lining Material, Navy Blue	J. WEINSTEIN	6,000 yds.	\$ 2.20**
10008	020096	Quilted Lining Material, International Orange	J. WEINSTEIN	2,000 yds.	\$ 2.20**
4901	010097	Broadcloth, Bleached White	J. WEINSTEIN	10,000 yds.	\$.893**
10009	010114	Broadcloth, International Orange	J. WEINSTEIN	1,500 yds.	\$ 1.52
5163	040114	Broadcloth, Pink	J. WEINSTEIN	1,200 yds.	\$ 1.52
5162	020114	Broadcloth, Apple Green	J. WEINSTEIN	3,000 yds.	\$ 1.52
9909	030114	Broadcloth, Royal Blue	J. WEINSTEIN	2,000 yds.	\$ 1.52
5164	050114	Broadcloth, Yellow	J. WEINSTEIN	3,000 yds.	\$ 1.52

CATEGORY D-Type V (a) and (b)

CONTRACTOR: ROGER ELLIOTT

OAKS ITEM Identification #	OPI NUMBER	DESCRIPTION	MANUFACTURER	*MINIMUM ORDER QUANTITY	UNIT PRICE PER YD.
10013	010095	Cloth Sheeting, Bleached White, 45"	TABB	10,000 yds.	\$.77***
4906	030095	Cloth Sheeting, Bleached White, 54"	TABB	25,000 yds.	\$.92***

CATEGORY E-TYPE VI

CONTRACTOR: ROGER ELLIOTT

OAKS ITEM Identification #	OPI NUMBER	DESCRIPTION	MANUFACTURER	*MINIMUM ORDER QUANTITY	UNIT PRICE PER YD.
4905	020097	Poplin, White, 63"-65" width	TABB	1,000 yds.	\$ 1.40***

CATEGORY F -TYPE VII

CONTRACTOR: ROGER ELLIOTT

OAKS ITEM Identification #	OPI NUMBER	DESCRIPTION	MANUFACTURER	*MINIMUM ORDER QUANTITY	UNIT PRICE PER YD.
4904	120091	Codura Plus, DWR, 1,000 Denier Urethane Coated-Orange	FOX TEXTILES	3,000 yds.	\$ 5.45

*This items was not used in evaluation of bids. Its purpose is for the bidder to determine the freight terms in accordance with the Supplemental Contract Terms and Conditions Article S-10 of this bid.

** Prices adjusted per amendment #3 effective 04/05/08

*** Prices adjusted per amendment #4 effective 05/01/08

CONTRACTOR INDEX PAGE

CONTRACTOR AND TERMS:

Categories D, E, and F

0000142092
Roger Elliott
P.O. Box 29665
Columbus, OH 43229

BID CONTRACT NO.: OT908706-2A (05/31/10)*

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Roger Elliott

Telephone: (614) 882-2783
FAX: (614) 882-2781
Email: Rogerelliott@att.net

CONTRACTOR AND TERMS:

Categories A, B, and C

0000048320
William F. Williams Company
318 Green Hollow Drive
Pataskala, OH 43062

BID CONTRACT NO.: OT908706-1 (05/31/10)*

DELIVERY: 30 Days A. R. O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Betty Williams

Telephone: (740) 927-1203
FAX: (740) 927-2807
Email: WmFWilliamsCo@aol.com

* Changed by amendment #6 to this contract effective 05/01/10

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
6	05/01/10	Issued to unilaterally renew this contract for one (1) month from 05/01/10 through 05/31/10.
5	05/01/09	Issued to renew this contract for twelve (12) months from 05/01/09 through 04/30/10 by mutual agreement of all parties to the contract.
4	05/01/08	Issued to adjust prices on Cloth Sheeting and Poplin items in categories D. and E. for Contractor Roger Elliott effective 05/01/08
3	04/05/08	Issued to adjust prices on Category A items and selected Category C items for contractor William F. Williams Company effective 04/05/08.
2	02/14/08	Issued to mutually renew this contract from 05/01/08 through 04/30/09 and to establish a new additional page 11 to this contract containing a Summary of Amendments section.
1	11/29/07	Issued to change Contractor Roger Elliott's OAKS Vendor Identification Number from 0000059544 to 0000142092 and to change the OAKS Contract Number for Contractor Roger Elliott from OT908706-2 to OT908706-2A effective 11/29/07. This is necessitated due to a change in the Contractor's Federal EIN / TIN Number
Special	08/30/07	Issued to update OAKS Item Identification Numbers, OAKS Contract and Contractor Numbers, to update the contract USAGE REPORT Clause on page, to remove OBM language from the Contractor Index and to establish a summary of amendments section on page 10 of the contract.