

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: CARGO POCKET UNIFORM DUTY TROUSERS

CONTRACT No.: RS900911

EFFECTIVE DATES: 05/16/11 to 05/31/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900911 that opened on 04/13/11. 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 all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, 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, CPPB
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>

Signed: _____
Robert Blair, Director Date

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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.

AUTHORIZED DISTRIBUTOR OR MANUFACTURERS REPRESENTATIVE: Bidders responding to this Bid must be authorized distributors, manufacturers or representatives of manufacturers of the items bid. Bidders may be required to submit proof of the above. 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, distributor or manufacturer's representative of the products being bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized employee of the manufacturer.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the bid unit price per item times the estimated annual usage per item and sum the totals for all items to arrive at the lowest overall cost for all items. Failure to bid all items may result in your Bid being deemed not responsive.

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

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 the provisions of Article 6, "Contract Terms and Conditions".

SPECIAL CHARGES: There are to be no assessments, up-charges, single item charge, surcharge, re-stocking fee, minimum order charge nor will any additional charges be allowed that are not specifically mentioned under the provisions of the standard terms and conditions of this bid and any ensuing contract awarded pursuant to this bid.

MINIMUM ORDER: No order shall be placed against a contract awarded pursuant to this bid for less than two hundred (\$200.00) dollars.

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid will be shipped F.O.B. destination, freight prepaid. Shipment will be made as indicated on the purchase order.

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 must be submitted thirty (30) days following the completion of the reporting period. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walter Schneider, CPPB

SWEATSHOP FREE: By the signature affixed to this ITB, 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.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Ohio Treasurer Kevin L. Boyce and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

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.

DISCLOSURE OF FULFILLMENT HOUSES:

Fulfillment Houses are 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 Fulfillment Houses as defined above to fulfill your obligations under any ensuing contract? Yes: No:

If you answered yes above, complete the following information.

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

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

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

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.

GENERAL REQUIREMENTS

I. SCOPE

These specifications cover the purchase of Cargo Pocket Uniform Duty Trousers for the State of Ohio Department of Rehabilitation and Corrections and other State of Ohio Agencies, State Institutions of Higher Education and members in good standing of the State of Ohio Department of Administrative Services Cooperative Purchasing Program as applicable.

Note: The state of Ohio Department of Rehabilitation and Corrections (ODRC) plans to sell two correctional institutions to private companies by the end of calendar year 2011. This plan if realized could reduce ODRC's annual requirement for cargo pocket uniform duty trousers by up to 1,150 units per year. This reduction will not occur until calendar year 2012 or after and only if such privatization plans are realized.

GENERAL REQUIREMENTS (Cont'd)

II. REQUIREMENTS

- A. Instructions on measurements and/or applicable sizing charts should accompany this bid. If not submitted with the bid, Bidder(s) will have seven (7) calendar days after notification to provide same. Failure to provide instructions on measurements and/or applicable sizing charts as requested may result in the bidder being deemed not responsive.
- B. Bidders shall specify whether they are using standard or metric system measurements in their measurement and/or sizing charts.
- C. Each item shall be packaged and marked for the individual or ordering agency as specified.
- D. All garments shall be designed to withstand institutional laundering.
- E. All items shall be stamped or labeled, including care instructions where applicable, indicating size, product origin and other information pertinent to labeling laws.
- F. Where applicable all items shall have loose threads removed and be pressed, shaped and finished properly in accordance with industry standards.
- G. All materials shall be first quality, new, unused and without flaws or defects which adversely affect appearance, durability or function.
- H. Where applicable, emblems supplied by the agency(s) shall be sewn on as specified at no charge.
- I. Any items found to be defective, improperly sized, or not in accordance with specifications, although accepted through oversight or otherwise, shall be replaced, repaired or altered at the expense of the vendor, including all transportation costs.
- J. Any order placed pursuant to this contract the delivery of such which contains items which do not conform with these item specifications which is received through oversight or otherwise, may be rejected at any time. Any part of the order found not in compliance with specifications due to the fault of the contractor (e.g., color, defective or improper sizing), shall be altered or replaced by the contractor at his/her expense, including all transportation costs.
- K. Bid Prices shall be in United States Dollars (\$USD).

III. ITEM CATEGORIES

- A. Corrections Officers Cargo Pocket Duty Trousers

Item 1a. 1b. 1c. Cargo Pocket Uniform Duty Trousers Men's – Unhemmed 37"

Item 2a. 2b. 2c. Cargo Pocket Uniform Duty Trousers Women's – Unhemmed 37"

- IV. QUALIFIED PRODUCTS LIST SPECIFICATION: DAS and the Ohio Department of Rehabilitation and Corrections in accordance with the Ohio Administrative Code Section 123:5-1-10 (J) through (M) has established the following Qualified Products List for Cargo pocket uniform duty trousers. Items submitted in accordance with this bid must be one of the garments listed below. DAS will accept bids only for garments which comprise this Qualified Products List. No substitutions, exceptions or deviations will be accepted. Bids for garments other than those specified below will be considered not responsive and the bid will be disqualified with no further consideration for award of a contract.

- A. Tact Squad Street Legal Trousers, Black, Style/Item Number T7004BK and TW7004BK manufactured by Tact Squad / AmWear International, Inc.
- B. Outdoor Outfits Black Cargo Pocket Trouser, Style/Item Number 4053m and 4053f manufactured by Outdoor Outfits, Inc.

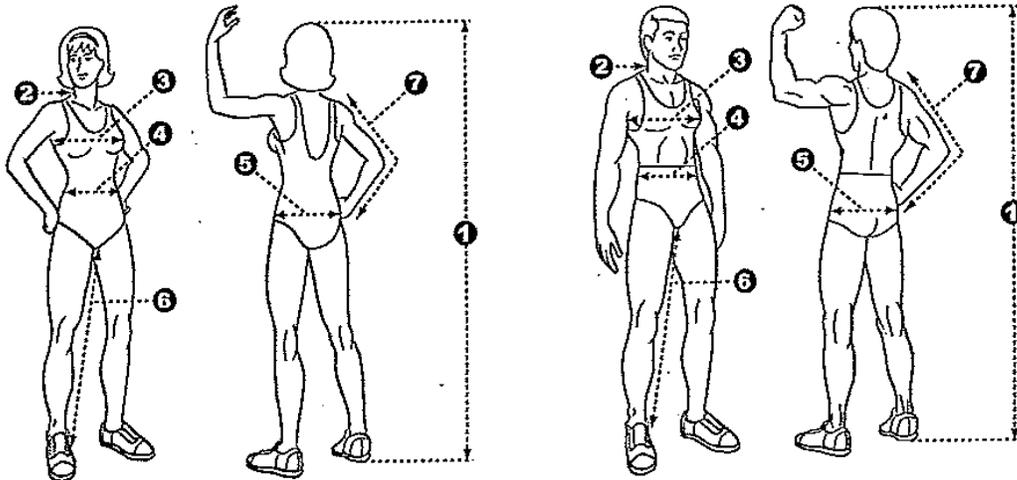
CONTRACT PRICE PAGE

OAKS Item ID #	Description	UoM	Manufacturer	Mfg Item Number	Price
19088	Cargo Pocket Uniform Duty Trousers, Men's – Unhemmed Inseam Length 37" – Size 28 – 44 Waist. Color: Black	Ea.	Tact Squad	T7004 BK	\$ 19.15
19089	Cargo Pocket Uniform Duty Trousers, Men's – Unhemmed Inseam Length 37" – Size 46 – 52 Waist, Color: Black	Ea.	Tact Squad	T7004 BK	\$ 19.15
19090	Cargo Pocket Uniform Duty Trousers, Men's – Unhemmed Inseam Length 37" – Size 54 and Over Waist, Color: Black	Ea.	Tact Squad	T7004 BK	\$ 19.15
19091	Cargo Pocket Uniform Duty Trousers, Women's – Unhemmed Inseam Length 37" – Size 2 – 18, Color: Black	Ea.	Tact Squad	TW7004 BK	\$ 19.15
19092	Cargo Pocket Uniform Duty Trousers, Women's – Unhemmed Inseam Length 37" – Size 20 – 28, Color: Black	Ea.	Tact Squad	TW7004 BK	\$ 19.15
19093	Cargo Pocket Uniform Duty Trousers, Women's – Unhemmed Inseam Length 37" – Size 30 and Over, Color: Black	Ea.	Tact Squad	TW7004 BK	\$ 19.15

APPENDIX 1 – MEASURING INSTRUCTIONS

MEASURING INSTRUCTIONS

- Before ordering, have your measurements taken to ensure that you select the correct size for each uniform item. For best fit, please follow the measuring instructions carefully. We recommend having another person assist you. Taking your own measurements increases the chance of error.



- Height: Stand straight against the wall without shoes. Make a mark level with top of the head. Measure from this point down to the floor.
- Neck: Method One - Measure a shirt collar that fits you well. Lay collar flat. Measure from the center of the collar button to the far end of the buttonhole. Method Two - Measure around neck where buttoned shirt would fit. Allow for two fingers width between tape measure and neck.
- Chest / Bust: Measure just under arms across shoulder blades at the fullest part of the chest or bust and back, holding tape firm and level.
- Waist: Measure over shirt but not over pants, around waist where you would normally wear pants or skirts. Keep tape level and snug, but not tight.
- Hips: Measure around fullest point of seat while standing, keeping the tape level.
- Inseam: Method One - Measure a well fitted, similarly styled pair of pants. (Do not use jeans) Lay them flat, with the front and back creases smooth. Measure from the crotch of the seam along the inseam to the bottom of the hem. Method Two - Measure from bottom of crotch to 1/2" to 1" above the top of your shoe heel. Styles worn with higher heels require extra length.
- Sleeve: With your arm relaxed at your side and slightly bent, measure from the center back of the neck to across the shoulder around point of elbow to wrist bone.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000049059

Roy Tailors Uniform of Columbus, Inc.
3889 Business Park Dr.
Columbus, OH 43204



BID CONTRACT NO.: RS900911-1 (05/31/14)

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT:

Ken Barton

Telephone: (888) 336 1583
FAX: (888) 336 1584
E-mail: kbartton@roytailorsuniform.com

PLACEMENT OF PURCHASE ORDERS:

Purchase Orders are to be FAXed to:

FAX: (614) 351 1659 or
(888) 336 1584

CONTRACTOR'S REMIT TO ADDRESS:

Roy Tailors Uniform Co. Of Columbus, Inc.
PO Box 645013
Cincinnati, OH 45264-5013

OAKS Item Identification Number, Freight on Minimum Orders: 19102