

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: UNIFORM ACCESSORIES FOR THE OHIO HIGHWAY PATROL; LEATHER ACCESSORIES, SIDEARM DUTY HOLSTERS, RAIN AND SAFETY APPAREL AND TROOPER HATS

CONTRACT No.: OT900312

EFFECTIVE DATES: 10/01/11 to 09/30/14
Renewal through: 09/30/16 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900312 AND OT900412 that opened on 06/01/11. 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 OHIO DEPARTMENT OF PUBLIC SAFETY, STATE HIGHWAY PATROL, 1970 WEST BROAD STREET, COLUMBUS, OH 43223, 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.

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

* Mutually renewed with Contractor Roger Elliott only per amendment # 11, effective 10/01/15.

Signed: _____ Date _____
Robert Blair, Director

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* Changed by Amendment # 11, effective 10/01/15.

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 sixty (60) 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 the bidder being deemed not responsive.

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

BRAND SPECIFIC AND BRAND NAME OR EQUAL SPECIFICATIONS: Where specified, the products in this Invitation To Bid (ITB) are being bid as BRAND SPECIFIC. Category A, Items 1a. 1b. 1c. 1d. 1e. and 1f. and all items in Category B. are being bid as brand specific. That signifies that no alternates will be accepted for award. Bid is in accordance with the Ohio Administrative Code 123:5-1-10 (I). Elsewhere in this bid, brand names are included as a "brand name or equal specification", in accordance with paragraph I-32 of the INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDING.

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.

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.

_____	_____
_____	_____
_____	_____

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.

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 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.

SPECIFICATIONS

I. SCOPE

These specifications cover the purchase of Highway Patrol Trooper hats for the Ohio State Highway Patrol with delivery required to specific locations in Columbus, OH. *

* Changed by Amendment # 11, effective 10/01/15.

SPECIFICATIONS (CONT'D)

II. REQUIREMENTS

- A. Where applicable 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. Bidders must specify if they are using standard or metric system measurements in their measurement and/or sizing charts.
- B. Each item shall be packaged and marked for the individual or ordering agency as specified.
- C. All items shall be stamped or labeled, including care instructions where applicable, indicating size, product origin and other information pertinent to labeling laws.
- D. Where applicable all items shall have loose threads removed and be pressed, shaped and finished properly in accordance with industry standards.
- E. All materials shall be first quality, new, unused and without flaws or defects which adversely affect appearance, durability or function.
- F. Where applicable, emblems supplied by the agency(s) shall be sewn on or affixed as specified at no charge.
- G. 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.
- H. 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. Any rejected item that cannot be altered to meet all terms and conditions of the specifications shall not be offered for sale to anyone else or otherwise disposed of as a wearable garment by the contractor or manufacturer without approval of the Superintendent of the State of Ohio Highway Patrol.

III. A. Category C. Trooper Hats *

- Item 1. Fur Felt Hat
- Item 2. Straw Hat

* Changed by Amendment # 11, effective 10/01/15.

SPECIFICATIONS (Cont'd)

CATEGORY C. TROOPER HATS

Category C. Item 1. Fur Felt Hat

1. General:

Shall be Stratton hat, F-40GG quality or another manufacturer's hat that meets or exceeds the F-40GG Stratton specification. Felt shall be made from fur mixture of virgin fur fibers from fine hare's fur (Arete 1-HXXX, all best white). This mixture shall not contain any piece furs which are cut, boiled or chopped nor any reused or reprocessed fibers. Weight shall be eight (8) ounces for medium size and shall be proportionately plus or minus for larger and smaller sizes. All bidders offering other than the specified hat shall bid a hat that meets, at a minimum, the specifications established herein.

2. Shape:

Shall be four dent crown Montana Peak 3¼" double thick stiff brim heavily sized and straight flat with narrow black band.

3. Eyelets:

Shall have four (4) eyelet's in crown, eyelet in front of crown shall be 2 1/8" above brim. Eyelet in rear and side shall be 2¾" above brim. Shall have two (2) oval eyelet's (for leather chin strap) located 1" off center toward front of hat.

4. The felt shall be Graphite Gray color and shall match that presently in use. Must evidence a minimum of discoloration at 100 hours FADE-O-METER test.

5. Finish:

Felt shall be properly ironed on appropriate size of block and pressed. Shall be free of dags, welts, shoves, streaks, crown marks and other imperfections. The felt shall be pounced evenly to remove excess hair, full nap and all extraneous matters to produce a clean and clear surface of uniform appearance.

6. Chin Straps: Are not to be furnished with these hats.

7. Sweat Bands: Shall be foam/oil silk.

8. Required Sizes:

Regulars	Wide Ovals	Long Ovals
Reg 6+3/8	WO 6+3/8	LO 6+3/8
Reg 6+1/2	WO 6+1/2	LO 6+1/2
Reg 6+5/8	WO 6+5/8	LO 6+5/8
Reg 6+3/4	WO 6+3/4	LO 6+3/4
Reg 6+7/8	WO 6+7/8	LO 6+7/8
Reg 7	WO 7	LO 7
Reg 7+1/8	WO 7+1/8	LO 7+1/8
Reg 7+1/4	WO 7+1/4	LO 7+1/4
Reg 7+3/8	WO 7+3/8	LO 7+3/8
Reg 7+1/2	WO 7+1/2	LO 7+1/2
Reg 7+5/8	WO 7+5/8	LO 7+5/8
Reg 7+3/4	WO 7+3/4	LO 7+3/4

* Repagination changed by amendment #11, effective 10/01/15.

SPECIFICATIONS (Cont'd)

Category C. Item 2. Straw Hat

1. General:

Shall be #1 quality Bedford Hem Braid tight weave. 5-5½ MM width. Shall be Stratton hat, NO. S-40TB quality or another manufacturer's hat that meets or exceeds the S-40TB Stratton specification. All bidders offering other than the specified hat shall bid a hat that meets, at a minimum, the specifications established herein.

2. Color: Shall be graphite gray.

3. Crown: Shall be traditional four dent style (Montana Peak).

4. Sweat Band: Shall be head culture foam sweat with oil silk leather.

5. Ribbon: Shall be nine ligne yarn dyed grosgrain.

6. Crown Eyelets: Shall have three to serve as vents, one on each side and one in the back located 2¾" above the brim.

7. Brim: Shall be 3" wide straight flat to be sewn triple thickness to same material and a like number of rows per inch. Two brims shall be sewn together with a third inserted within, all sewn and attached to form one. Shall be made from 5 - 5½ MM Bedford Hemp.

8. Badge Eyelet: Shall have one in front located 2 1/8" above the brim.

9. Brim Eyelet: Shall be 5/8" oval one on each side to accommodate a chin strap located 1" off center toward the front of hat.

10. Stiffening: Crown shall be double dipped and brim triple dipped with #21 sizing by Kempen paint.

11. Required Sizes:

Regulars	Wide Ovals	Long Ovals
Reg 6+3/8	WO 6+3/8	LO 6+3/8
Reg 6+1/2	WO 6+1/2	LO 6+1/2
Reg 6+5/8	WO 6+5/8	LO 6+5/8
Reg 6+3/4	WO 6+3/4	LO 6+3/4
Reg 6+7/8	WO 6+7/8	LO 6+7/8
Reg 7	WO 7	LO 7
Reg 7+1/8	WO 7+1/8	LO 7+1/8
Reg 7+1/4	WO 7+1/4	LO 7+1/4
Reg 7+3/8	WO 7+3/8	LO 7+3/8
Reg 7+1/2	WO 7+1/2	LO 7+1/2
Reg 7+5/8	WO 7+5/8	LO 7+5/8
Reg 7+3/4	WO 7+3/4	LO 7+3/4

* Repagination changed by amendment #11, effective 10/01/15.

CONTRACT PRICES

CATEGORY C. - TROOPER HATS – Contractor: Roger Elliott - 0000142092

Minority Business Enterprise Award Issued In Accordance With Ohio Revised Code Chapter 125.081

OAKS Item ID#	UNSPSC Code	Item Description	UoM	Manufacturer	Mfg. Item/Style Number	Price (USD)
342	531015	1. Fur Felt Hat	Ea.	Stratton	F-40GG	\$ 79.67
344	531015	2. Straw Hat	Ea.	Stratton	S-40TB	\$ 59.50

* Repagination changed by amendment #11, effective 10/01/15.

CONTRACTOR'S INDEX

CONTRACTOR AND TERMS

CONTRACT NO.: OT900312-3 *



Minority Business Enterprise

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

DELIVERY: 60 Days ARO

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Roger Elliott

Telephone: (614) 882 2783
FAX: (614) 882 2781

Email: rogerelliott@att.net

PLACEMENT OF PURCHASE ORDERS:

Purchase Orders are to be FAXed to:

FAX: (614) 882 2781

OAKS Item Identification Number: 11313 – Freight as applicable, Roger Elliott on Orders Less Than Minimum

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
12	09/30/16	Notice of Expiration. Hereafter agencies may procure the items on this contract from DAS Contract Number OT900216, Index Number DPS013.
12	09/08/15	This amendment is issued to change the vendor name of Roy Tailors Uniform Company, LLC to Roy Tailors Uniform Company of Cincinnati and the OAKS vendor number from 214182 to 231909 and the OAKS contract number from OT900312-3 to OT900312-6 effective 09/08/14 pursuant to actions by OBM/OSS.
11	10/01/15	This amendment is issued to mutually renew this contract for twelve (12) months from 10/01/15 through 09/30/16. This renewal applies for Contractor Roger Elliott Company, OAKS Contract number OT900312-3. OAKS Contract number OT900312-6 with Roy Tailors Uniform Company, LLC will expire on 09/30/15 and will be rebid. Items held by Roy Tailors Uniform Company, LLC have been removed from the contract effective 10/01/15.
10	05/15/15	This amendment is issued to advise that the portion of this contract held by Roy Tailors Uniform Company of Cincinnati will not be renewed beyond its current expiration date of 09/30/15. The items held by Roy Tailors Uniform Company of Cincinnati with the addition of other items will be rebid at a later date.
9	03/10/15	This amendment is issued to increase prices on selected Blauer rain garments and Gould and Goodrich leather accessories effective on or after March 10, 2015.
8	10/01/14	This amendment is issued to renew this contract as a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional twelve (12) months, effective 10/01/14 through 09/30/15.
7	07/07/14	This amendment is issued to adjust prices on selected Blauer Garments effective with orders placed on or after July 14, 2014 and update the contractor contacts on the Contractor Index page 21 of the contract. .
6	01/01/14	This amendment is issued to change the name of the contract holder from Galls, RT I, LLC dba Roy Tailors Uniform Company to Roy Tailors Uniform Company, LLC at the request of the contractor.
5	01/16/14	This amendment is issued to adjust prices on Stratton Hats; OAKS items 342 and 344 effective January 16, 2014.
4	09/23/13	This amendment is issued to assign this contract from Roy Tailors Uniform Company, Inc. to Galls, RT I, LLC dba Roy Tailors Uniform Company
3	07/13/13	Issued to adjust prices on Blauer Rain Jackets and High Visibility Safety Vests on pages 19 and 20 of this contract in accordance with the <u>FIXED PRICE WITH ECONOMIC ADJUSTMENT</u> clause of this contract effective with purchase orders submitted on July 13, 2013 and after.
2	01/14/13	Issued to change specifications removing Illuminite™ trim for Blauer rain jackets and trousers, change item number for Blauer GTX 9561 rain trousers to 9972 and adjust prices (both increase and decrease) in accordance with the <u>FIXED PRICE WITH ECONOMIC ADJUSTMENT</u> clause of the contract for Blauer, Inc. rain and safety items.
1	06/22/12	Issued to adjust prices on Blauer Rain Jackets on page 19 of this contract in accordance with the <u>FIXED PRICE WITH ECONOMIC ADJUSTMENT</u> clause of this contract effective 06/22/12.