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: YOUTH SCHOOL UNIFORM GARMENTS AND ACCESSORIES

CONTRACT No.: OT902816 EFFECTIVE DATES: 01/11/16 to 11/30/18

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902816 that opened on 10/23/16. 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 (Revised 10/2013), 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 YOUTH SERVICES, 30 W. SPRING STREET, COLUMBUS, OH 43215, 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

Signed: _____
Robert Blair, Director Date

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* Changed by amendment #1, effective 03/01/16.

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.

CONTRACT SPECIAL TERMS AND CONDITIONS

MINORITY BUSINESS ENTERPRISE (MBE) SET-ASIDE The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. All Offerors must be an Ohio certified MBE as of the solicitation due/opening date. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at: http://das.ohio.gov/Divisiond/EqualOpportunity/MBEEDGECertification/tabid/134/default/aspx

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within fourteen (14) 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. Delivery of items ordered pursuant to this contract may take place at:

Circleville Juvenile Correctional Facility
640 Island Road *
Circleville, OH 43113

Cuyahoga Hills Juvenile Correctional Facility
4321 Green Road *
Highland Hills, OH 44128

Indian River Juvenile Correctional Facility
2775 Indian River Road
Massillon SW, OH 44646

Ohio Department of Youth Services
30 W. Spring Street
Columbus, OH 43215

During the term of this contract DAS and the Ohio Department of Youth Services (ODYS) may add additional ODYS facilities within the State of Ohio as delivery destinations. Additional destinations will be added on a minimum of 14 days' notice by amendment to the contract.

MINIMUM ORDER: See Article S-10, Minimum Orders – Transportation Charges of the Supplemental Contract Terms and Conditions. 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 one hundred ($ 100.00) dollars. In accordance with Article S-10, Minimum Orders – Transportation Charges of the Supplemental Contract Terms and Conditions, orders less than the minimum order amount specified will be shipped F.O.B. Prepaid with actual freight charges added to the invoice.

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 one lowest cost responsive and responsible bidder by low lot total.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

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.

* Changed by amendment #1, effective 03/01/16.

CONTRACT SPECIAL TERMS AND CONDITIONS (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 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 (January through June and July through December) 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 line item, by customer location showing the quantities/dollars generated by this contract. The report(s) are due by the end of July and end of January and shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walter Schneider, CPPB. walter.schneider@das.state.oh.us

SWEATSHOP FREE: By the signature affixed to this bid response, 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.

SUBSTITUTION OF ITEMS: During the term of any ensuing contract, the awarded bidder/contractor may provide alternate Manufacturer Brand/Style/Items other than those indicated in the Bid Prices below. Prior to the provision of any alternate however, the contractor must notify and obtain written permission from the state of Ohio DAS Office of Procurement Services and the Ohio Department of Youth Services. DAS may require samples prior to the approval of any alternate item(s). Unauthorized substitutions may result in suspension or cancellation of the contract.

SPECIFICATIONS

I. Scope

These specifications cover the purchase of garments which will be worn during school hours for youth residents in the care of the Ohio Department of Youth Services as specified below.

II. Requirements

A. Each item is to be packaged in accordance with standard industry practices and marked for the individual or ordering agency as specified.

B. All garments with the exception of slip on shoes shall be designed to withstand institutional laundering and shall be deemed "machine washable."

C. All items shall be stamped or labeled, including care instructions where applicable, indicating size and all other information required by labeling laws.

D. All items will have loose threads removed and be pressed and shaped properly.

E. All materials shall be first quality, new, unused, without dirt, and shall not contain flaws or defects which adversely affect appearance, durability and function.

F. Any item 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 contractor, including all transportation costs.

SPECIFICATIONS (Continued)

G. Where a weight is referenced, whether on a per square or linear yard of material or per piece or package of an item basis, the weight shall be considered the minimum acceptable weight. Where blends of material are referenced, such as "50/50 Polyester/Cotton" or "88/12 Nylon/Lycra" such blend shall be a reference point. Minor variations from the stated blend will be considered. [A minor variation will generally be within +/- 5% of the stated blend.] If multiple blends are referenced for a product, these shall constitute the minimum and maximum acceptable range, with no variation above or below the range.

III. Bid Items

A. Trousers, Men's
B. Polo Shirt, Men's
C. Dress Socks, Men's
D. Slip-On Dress/Casual Shoes, Men's

IV. Detailed Specifications

A. Trousers, Men's
Type: Men's Chino Pant
Construction: 65/35 Polyester/Cotton, Close Weave Twill, Minimum 5.5 to 7.25 Oz. Ln. Yd., Plain (Flat) Front, Hemmed, Un-cuffed
Waistband: At-ease ™ or equal/similar type side adjustment reinforced waistband with expansion capability - 1 – 1 ½ inches. Waistband width 1 to 1 ½ inches. 5 to 7 belt loops. *
Pocketing: 2 Quarter Top Front Pockets, 1 Button through Rear Pocket *
Reinforcement: Bar Tacked at all Stress Points
Seams: Double Stitched
Waist Closure: Button Through, one button *
Zipper: YKK or equal quality polyester coil or metal zipper
Care: Machine Wash and Dry (must withstand industrial laundering)
Other: Permanent Press, Stain Resistant, Wrinkle Resistant
Color: Khaki
Sizes Required: Waist –Even 28" through 44"
Inseam – Even 28 through 36 Un-cuffed, Hemmed
Unit of Measure: Each

B. Polo Shirt, Men's
Shirt Type: Men's Short Sleeve Polo Shirt
Construction: 5.3 Oz. Ln. Yd. 65/35 Polyester/Cotton Pique Knit
or 5.6 Oz. Ln Yd. 50/50 Polyester/Cotton Pre-Shrunk Jersey Knit
Collar: Welt Knit Curl Resistant Collar
Sleeves: Short Sleeve with Welt Knit Sleeve Bands
Placket: Two or Three Button Placket with bottom reinforcement and color matching buttons
Bottom Hem: Double Needle hemmed bottom
Care: Machine Wash and Dry (must withstand industrial laundering)
Other: Wrinkle and shrink resistant, moisture wicking
Color: Navy Blue
Sizes: Men's Regular Small – 2 Extra Large
Unit of Measure: Each

C. Men's Dress Socks
Medium Weight Cotton/Lycra Blend, Calf Length, Ribbed
Color: Black
Sizes SM – XL
Unit of Measure: Pair

* Exceptions to Bid Specifications granted. Removal of specification for snug-tex type waistband, Removal of requirement for two button through rear pockets. Removal of requirement for hook & loop waist closure.

SPECIFICATIONS (Continued)

D. Slip-On Dress/Casual Shoes, Men's
Shoe Type: Men's Slip-on Dress/Casual Shoe
Construction: Box Type Toe, Welt Construction
Sole: Polyurethane
Upper: Polyurethane
Insole/Sock Liner: Padded
Lining: Synthetic
Collar: Padded
Other: Sole shall be slip resistant and non-marking
Color: Black
Sizes: Men's Regular and Wide 7 ½ through 14 (even and half sizes)
Unit of Measure: Pair

Similar in appearance to the following style:

DISCLOSURE OF FULFILLMENT HOUSES: Bidder shall disclose the following:

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**:[XX]** No: [__]

If you answered yes above, complete the following information.

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

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

A. Trousers - Williamson-Dickie MFG Co. Ft. Worth, TX USA
B. Polo Shirts and Socks - In Stock Supply, Inc. Skokie, IL, USA
C. Shoes - In Stock Supply, Inc. East Rutherford, NJ or Los Angeles, CA, USA
D. In Stock Supply, Inc. Somerset, NJ USA

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

A. Trousers - Williamson-Dickie MFG Co. Ft. Worth, TX USA
B. Polo Shirts and Socks - In Stock Supply, Inc. Skokie, IL, USA
C. Shoes - In Stock Supply, Inc. East Rutherford, NJ or Los Angeles, CA, USA
D. In Stock Supply, Inc. Somerset, NJ USA

DISCLOSURE OF FULFILLMENT HOUSES (Continued):

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 **[XX]**

e) Has this Fulfillment House ever been asked to withdraw from a contract with another state or government body?
Yes [___] No **[XX]**

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 evaluation 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 suspension or cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

Bid Automobile Liability Checklist:

Contractor shall 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.

X Goods/Services will be delivered via common carrier.

X No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

CONTRACT PRICES

AWARDED CONTRACTOR: Bertsherm Products, Inc. OAKS Supplier # 0000221499

OAKS Item #	UNSPSC	Description	Unit of Measure (UoM)	Brand	item / Style #	Contract Price ($USD)
29242	53101502	Trousers, men's	Each	Dickies	LP817	$19.07
29243	53101600	Polo Shirt, Men's	Each	Gildan	8800	$6.97
29244	53102402	Men's Dress Socks	Pair	Knockers	9965	$1.99
29245	53101600	Men's Slip-On Dress Casual Shoes, sizes 7 1/2 through 13 regular and wide only	Pair	Five Star	KC102BL	$15.02
29478 *	53101600	Men's Slip-On Dress Casual Shoes, size 14 EEE extra wide only *	Pair	Five Star	7102 *	$15.02

ITEMS IN THIS BID CONTAIN RECYCLED MATERIALS (Y/N) N. IF SO ___%. Not a part of the bid evaluation.

* Alternate item for Men's Slip-On Dress Casual Shoe in size 14 approved by ODYS on 03/18/16 and added to the contract per amendment # 2, effective 03/21/16.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT902816-1

MINORITY BUSINESS ENTERPRISE

0000221499

DELIVERY: 14 Days A.R.O.

Bertsherm Products, Inc.
1417 E. 94th Street
Cleveland, OH 44106

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Mustafa Rashid
Julius Graves

Telephone: (440) 268-8389
FAX: (216) 795-5343

E-mail: thefreshclub@att.net

PLACEMENT OF PURCHASE ORDERS;

Purchase Orders are to be emailed to thefreshclub@att.net

CONTRACTOR'S REMIT TO ADDRESS:

Bertsherm Products, Inc.
1417 E. 94th Street
Cleveland, OH 44106

OAKS Item Identification Number, Freight on Less Than Minimum Orders: 29246

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
2	03/21/16	This amendment is issued to add an alternate/substitute item for Men's Slip-On Dress Casual shoe in size 14 EEE Extra Wide only, approved by the Ohio Department of Youth Services to the contract effective 03/21/16.
1	03/01/16	This amendment is issued to correct addresses of two (2) Ohio Department of Youth Services facilities on page # 3 of the Contract and add a Summary of Amendments, page 9.