

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: Professional Laundry Services for the Columbus Developmental Center

CONTRACT No.: OT905610

EFFECTIVE DATES: 04/01/10 to 03/31/15
Renewal through 03/31/17 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT905610 that opened on 02/26/10. 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 \(Revised 10/01/2007\)](#), 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 the Department of Developmental Disabilities, 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>

* Denotes renewal.

Signed: _____
Robert Blair, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the Supplemental Contract Terms and Conditions. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

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.

SITE VISIT: Prior to submitting their bid response, the bidder should visit the agency(ies) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the bid. The bidder must contact each facility to schedule an appointment. To schedule an appointment, please contact Andy Chapella or Jemery Knapp at (614) 272-0509 to schedule an appointment. Once a contract is awarded, failure of the bidder to have requested a site visit to become familiar with the facility and requirements of the bid will be insufficient reason to support any request to be released from the contract.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated contract usage of each item by its corresponding price per piece/pound, and then add the (5) year totals together. Failure to bid all items shall deem your bid non-responsive and no further consideration for award shall be given to your bid.

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. Prices may be increased only once in a 12 month period.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

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

USAGE REPORTS: Every three (3) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: [Therese Gallego \(therese.gallego@das.state.oh.us\)](mailto:therese.gallego@das.state.oh.us)

DISCLOSURE OF SUBCONTRACTORS/JOINT VENTURES: Bidders shall complete and submit the Disclosure Of Subcontractors/Joint Ventures on page 5 of this invitation to bid/qualification summary.

BIDDER DISCLOSURE STATEMENTS: Bidders shall complete and submit with their bid the Bidder Disclosure Statements on page 6 of this invitation to bid/ qualification summary.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples may be used in the evaluation process to determine the lowest responsive and responsible bidder. If requested the bidder will be required to provide the samples within seven (7) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis for comparison with actual product delivered under contract. Any variation between the samples and product 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.

FEDERAL TAXPAYER IDENTIFICATION FORM W-9 - Notice to Bidders: All Bidders should download a Federal Request for Taxpayer Identification Number and Certification W-9 Form and submit it as part of their bid response. The W-9 form must be completed and must display an original signature. Copied or stamped signatures are not acceptable.

To download the W-9 form from your internet explorer:

- type: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>
- download and complete the form and submit the completed form with your bid response

This completed form should be returned as part of the bid response. If a current W-9 is not provided with the bid submission the bidder will have seven (7) calendar days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

AFFIRMATIVE ACTION PROGRAM VERIFICATION: The Ohio Revised Code (ORC) requires all Contractors from whom the State or any of its political subdivisions make purchases have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons. An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization. Prior to the award of a contract a prospective vendor must have filed verification with the state of Ohio EOD that the contractor has a written affirmative action program. Verifications may be submitted online at the following URL: <http://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx> For questions or help with filing a verification contact the Affirmative Action/EEO Unit at (614) 466-8380. Prospective vendors should submit proof with their bid that they have an Affirmative Action Program on file with the state of Ohio DAS/EOD. If said information is not provided with the bid submission the bidder will have seven (7) calendar days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

INSURANCE REQUIREMENTS: Bidders should provide with their bid, documentation of the following insurance coverages required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 (refer to the Bid Page One, link to [Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#)):

1. Ohio Bureau of Workers' Compensation Certificate or in the case of non-state of Ohio bidders, proof of workers compensation insurance in your state of domicile.
2. Employer's Liability (Stop Gap) insurance with limits of not less than one million (\$1,000,000.00) dollars.
3. Automobile Liability with limits in accordance with Federal and State laws.
4. Commercial General Liability (CGL) Insurance:
 - a. Limits of \$500,000.00 per occurrence.
 - b. Limits of \$1,000,000.00 annual aggregate.
 - c. To be compliant, the CGL policy must include the following three endorsements:
 - 1) a blanket waiver of subrogation.
 - 2) a statement that the Contractor's CGL coverage is primary over any other coverage.
 - 3) designate the state of Ohio as an additional insured.

If the Bidder does not currently carry the amounts of coverage and/or the required endorsements specified above, the Bidder should provide a letter from their insurance company stating that the Bidder's coverage will be increased to the specified amounts and/or the required endorsements will be added to the policy upon award of the ensuing Contract. The letter from the insurance company should also be submitted with the Bid. If a compliant insurance certificate is not provided with the bid submission the bidder will have seven (7) calendar days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

INSURANCE DOCUMENTS: Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents showing compliance with all applicable coverages required by this contract. As required, the documents must include a current Workers' Compensation Certificate and an Acord Certificate of all applicable insurance coverages and must include all required Commercial General Liability endorsements as described in Articles S-12 and S-13 of the Supplemental Terms and Conditions of this contract and/or in the [INSURANCE REQUIREMENTS](#) clause above.

Failure to maintain compliant insurance coverage per Article S-12 and S-13 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Therese Gallego (therese.gallego@das.state.oh.us.)

SPECIFICATIONS TO PROVIDE LAUNDRY SERVICES FOR THE COLUMBUS DEVELOPMENTAL CENTER

I. SCOPE

These specifications are for the procurement of laundry rental services, including inventory procurement, pick-up of soiled laundry, cleaning, sanitizing, packaging/wrapping, and delivery/placement of clean laundry.

II. CLASSIFICATION

Laundry will consist of bed pads, bath towels, wash cloths, fitted sheets (contour), flat sheets, pillow cases, laundry bags, and thermal blankets.

III. REQUIREMENTS

Failure to meet the minimum requirements and required submittals (A through C) shall deem your bid non-responsive and no further consideration for award will be given.

A. Bidder shall submit three (3) references from health care facilities (e.g., hospital, ICF/MR, nursing home, or mental health facility) which the bidder has provided laundry services. References shall include the facility name, contact person, telephone and fax numbers, dollar volume and length of service.

B. Bidder shall be able to immediately meet Joint Commission on the Accreditation of Healthcare Organizations (JCAHO), Intermediate Care Facility (ICF/MR) and ACMR/DD accreditation standards, and all state and local health department requirements.

C. Bidder shall submit with the ITB response a copy of its current company's Operations and Procedure manual and Quality Control Program (QAP) manual that are currently being used in a health care facility.

IV. LAUNDRY SERVICE REQUIREMENTS

A. Soiled laundry is to be picked up three (3) days per week and clean laundry delivered three (3) days per week: Monday, Wednesday and Friday. If delivery falls on a holiday, the delivery will be made on the day before the holiday. The specified holidays are:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Preceding day's deliveries shall include needed items for Sunday and the holiday period.

B. Contractor shall deliver clean laundry to the facility between the hours of 5:00 a.m. and 4:00 p.m. on each delivery day (i.e., Monday, Wednesday and Friday). Contractor shall immediately notify the Center's Operations Director or designee anytime that a linen delivery will deviate from the aforementioned time frames. The center reserves the right to request written documentation/plan of correction from the contractor to address habitual or unmitigated non-compliance.

C. Contractor shall have the capability to make emergency deliveries, if deemed necessary by the facility. It is understood that the contractor's regular linen deliveries are expected to be at adequate and appropriate levels.

D. Contractor is responsible for providing the facility with experienced trained laundry delivery persons. All substitute laundry delivery personnel will be appropriately trained prior to making linen deliveries to the facility. For each delivery, delivery persons are required to sign in and out at the center.

E. Contractor shall deliver clean linen to designated linen storage areas in each of the eight (8) locations to replace soiled linen from the same in individual linen closets. Linen storage areas are found in each of six (6) residential buildings, which include buildings 1200, 1720, 1740, 1760, the Carson and Cedargrove building.

- F. Contractor is responsible for delivering the amount of linen specified on the facility's daily par level order report which defines each locations requirements. The center reserves the right to periodically adjust par levels according to individual building's needs. The Weekly Par Level Order Report, Section VII. on page 10, shows linen levels for each building.
- G. Contractor shall maintain an emergency supply to assure that it is adequate to service the facility for a minimum of two (2) days in the event that a scheduled delivery cannot be made as a result of a weather emergency or other mitigating unforeseen circumstance.
- H. Ongoing replacement of inventory shall be the responsibility of the Contractor, including cost.
- I. Contractor shall process and launder dirty linen in accordance with federal, state and local standards. All linens delivered to the facility shall be in good condition and be clean and stain free. Facility and Contractor will mutually agree upon a method whereby unacceptable non-usable linen will be return to contractor for full credit.
- J. Contractor shall provide carts for delivery and pick up of clean and dirty linen in quantities to meet the facilities needs. Carts may be canvas or polyurethane and must comply with federal, state, and local sanitation regulations.
- K. Contractor shall sort-wrap, fold, or tie laundry into manageable bundles, and place in designated areas.
- L. The Contractor's Account Manager shall meet with the Operations Director or designee at least once a month to evaluate compliance with the contract and to address any other issues which may arise during the contract period.
- M. The center reserves the right to add, delete, or modify any of the linen service requirements and frequencies set forth herein as determined appropriate by the Operations Director or designee in response to changes in the programmatic, habilitative, and operational needs of the center and its residents and staff. If the changes require the Contractor to sustain extra expenses, the Contractor will document the expenses for the facility. After documentation and facility review, the Contractor may request an increase to cover these additional expenses. The facility will not unreasonably deny these additional expenses.
- N. The Contractor will provide annual linen education to the facility. The annual education should include but not be limited to the following: Linen Awareness Day; Linen Committees; In servicing; and Bench Marking.

V. COST CONTROL

- A. The contractor shall maintain accounting records of the operations under this contract for a period of not less than seven (7) years. Said records and procedures shall be in accordance with generally accepted accounting procedures and all statutory provisions as set forth by state and federal law.
- B. The contractor shall furnish the Operations Director or designee with monthly written summaries of costs incurred per item, per building and per activity level.

VI. LINEN ITEMS SPECIFICATIONS

<u>ITEM</u>	<u>DESCRIPTION</u>
Bath Towel	24" X 48" 100% Cotton Woven Plain Terry, 8.0#/Dozen, Import
Bed Pads	36" X 76", Unbleached 50% Cotton/50% Polyester Blend 1.96#,
Flat Sheet (Large)	66" X 115", 55% Cotton/45% Polyester Blend, T-130, Import
Fitted Sheet (Contour)	Knitted, 30" X 80" X 8", 16 oz., 55% Cotton/45% Polyester Blend, Import
Laundry Bag	30" X 37" X 18", Envelope Hood, Fluid Resistant, 100% Polyester.
Pillow Case	42" X 34", 55% Cotton/45% Polyester Blend, T-130, Import
Thermal Blanket	66" X 90" White Year Round, 100% Cotton, 2.5#
Wash Cloth	12" X 12" 100% Cotton Woven Plain Terry, 75#/Dozen, Import

NOTE: Color(s) to be standard white linen, with the exception of Fitted Sheets which may be blue.

PRICE SCHEDULE

ITB No.: OT905610
 Description: Professional Laundry Services for the Columbus Developmental Center
 UNSPSC Code: 91110000
 OAKS Item No.: 4221

ITEM	DESCRIPTION	ESTIMATED CONTRACT USAGE	PRICE
Bath Towels	24" X 48"	10,000 PCS	\$ 0.252 EACH *
Bed Pads	36" X 76"	1,250 PCS	\$ 0.479 EACH *
Flat Sheets	66" X 115"	1,375 PCS	\$ 0.455 EACH *
Fitted Sheets (Contour)	30" X 80" X 8"	1,250 PCS	\$ 0.594 EACH *
Laundry Bags	30" X 37" X 18"	1,375 PCS	\$ 0.455 EACH *
Pillow Cases	42" X 34"	1,000 PCS	\$ 0.193 EACH *
Thermal Blankets	66" X 90"	1,000 PCS	\$ 1.038 EACH *
Wash Cloths	12" X 12"	12,500 PCS	\$ 0.090 EACH *
Lab Coats		125 PCS	\$ 2.681 EACH *
Misc. Linen		1,625 LBS	\$ 0.540 LB. *

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT905610-1



Contractor ID# 46116

Economy Linen & Towel Service, Inc.
 508 Howard Street
 Zanesville, OH 43701

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: James Buchbinder

Telephone: (740) 454-6888
 Toll-Free: (800) 466-7700
 FAX: (740) 454-2155
 E-Mail: jbuchbinder@economylinen.com

* Indicates a price adjustment effective on all orders on or after 11/01/15.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
6	10/01/16	This amendment is issued to Indicate a six (6) month mutual renewal, effective 10/01/16 through 3/31/17. In addition, this amendment is issued to advise that Contract Number OT905610 will not be renewed beyond the current expiration date of 03/31/17. Thereafter, agency shall procure their needs for these supplies/services in accordance with Ohio Revised Code Section 125.05.
5	11/01/15	This amendment is issued to Indicate an 11 month mutual renewal, effective 11/01/15 through 9/30/16. Additionally, a price adjustment was approved for all orders on or after 11/01/15.
4	10/01/15	This amendment is issued to Indicate a unilateral renewal, effective 10/01/15 through 10/31/15. Additionally, the front page was updated.
3	04/01/15	This amendment is issued to mutually extend the contract by six months effective 04/01/15 through 09/30/15 and to update contract analyst and vendor contact.
2	08/04/10	Change index number from DMR003 to LDC009.
1	03/22/10	Amendment issued to add prices to the Price Schedule.