

RESOLUTION 33-2022

A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO AGREEMENT WITH CINTAS CORPORATION FOR THE PROVISION OF UNIFORMS AT STATE-CONTRACTED PRICING AND DECLARING AN EMERGENCY.

WHEREAS, the Village Council is authorized to contract with third parties for the provision of professional services pursuant to Ohio Revised Code Section 731.14; and

WHEREAS, the Village of Commercial Point wishes to contract with a uniform and garment business to provide uniforms and other garments to personnel of the Village of Commercial Point; and

WHEREAS, Cintas Corporation ("Cintas") has a contract with the State of Ohio to provide uniform to the State and its political subdivisions at State contract rates; and

WHEREAS, the Village of Commercial Point is a participating political subdivision in the Ohio Department of Administrative Services procurement program to receive uniforms and other garments from Cintas at State contract rates (certificate number 28129); and

WHEREAS, the Village Council wishes to authorize the Mayor and Fiscal Officer to enter into an Agreement with Cintas for the provision of uniforms and other garments to the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO, THAT:

Section 1. Authorization to Enter into Agreement with Cintas Corporation. The Village Council hereby authorizes the Mayor, Fiscal Officer, and any other necessary Village personnel to enter into an Agreement with Cintas Corporation for uniform and garment services in accordance with the State of Ohio's Department of Administrative Services Contract #RS900118 Index #GDC020 (Cintas MLA #28468) by and between Cintas Corporation and in accordance with substantially the same terms as the Agreement attached as Exhibit A to this Resolution and incorporated herein by reference.

Section 2. Open Meetings Certification. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any other committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3. Declaration of Emergency; Effective Date. Because the Village must enter into a contract with Cintas as soon as possible to be able to timely and effectively provide uniforms to its employees, this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety in the Village of Commercial Point and shall, therefore, go into immediate effect upon passage.

Vote on Suspension of the Readings:

Motion by: Nancy Geiger

2nd: Laura Wolfe

Yes Nancy Geiger Yes Ryan Mitchem
Yes Ross Crego Yes Audrea Ratliff

Yes Laura Wolfe

Vote on Passage of the Resolution:

Motion by: Laura Wolfe


2nd: Audrea Ratliff

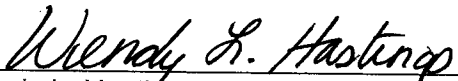
Roll Call:
Yes Nancy Geiger Yes Ryan Mitchem
Yes Ross Crego Yes Audrea Ratliff

Yes Laura Wolfe

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Adopted this 12th day of September, 2022.


Allan D. Goldhardt, Mayor


Wendy L. Hastings, Fiscal Officer

Approved as to Form:


Joshua Cartee, Village Solicitor

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Exhibit A



Department of
Administrative Services

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STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1305

MANDATORY USE CONTRACT FOR: RENTAL AND LAUNDRY SERVICES FOR APPAREL, GARMENTS AND FACILITIES SUPPLIES

CONTRACT No.: RS000118

EFFECTIVE DATES: 06/01/17 to 07/31/22
* Renewal through 07/31/25

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS000118 that opened on 04/24/17. 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 the various institutions as contained herein, 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>

Signed: _____
Matthew M. Damschroder, Director Date

* Indicates renewal through 07/31/25, per Amendment 13.

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* Denotes repagination per Amendment #15.

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SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

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/request 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.

DELIVERY: All items listed in this Bid/Contract shall be delivered on the schedule and at intervals required by each location using the services provided under this contract. Some contract users do not require mat and/or dust control services during some months of the year. These locations must notify the contractor in writing of the months such services are and are not required. There will be no charge to the using location during periods of non-use.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". Additionally, DAS will multiply the estimated number of user's times the weekly bid price per set of eleven (11) garments for each item in Category A, and the number of estimated changes for garments in Category B and items in category C, to obtain a total weekly cost for all items. DAS will then multiply the total weekly cost for each garment and item by 52 weeks to obtain the annual estimated rental and laundering cost for all items. DAS will then multiply the annual estimated loss for each time the replacement cost per item and total it for an estimated annual replacement cost and then add the total estimated annual cost of loss to the annual rental cost for all items to obtain an estimated total annual cost for each Bidder. Failure to bid all items in this solicitation may result in a Bidder being deemed not responsive.

CONTRACT AWARD: A Contract will be awarded to the single lowest cost responsive and responsible bidder by Low Lot Total Cost. Failure to bid all items in this Bid may result in a Bidder being deemed not responsive.

MINIMUM ORDER: Pursuant to section S-10 of the Contract Supplemental Terms and Conditions there is no contract minimum order.

DESCRIPTIVE LITERATURE: The Bidder should submit descriptive literature for the supplies or services being offered as part of their Bid Response. The literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not provided as part of the Bid Response, the Bidder shall provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the Bidder to furnish descriptive literature either as part of their Bid Response or within the time specified herein may result in the Bidder being found not responsive.

PRODUCT SAMPLES: The Bidder may submit samples of the supplies being offered as part of their Bid Response. Samples may include examples of name or other custom patches and/or embroidery as applicable. The samples will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not included as part of their Bid Response, the Bidder shall 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 and the Bid rejected. After award of the Contract, the samples will be retained by the State and used as a basis of comparison with actual product delivered under Contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variation between the samples and actual product being delivered that are due to manufacturer changes may be acceptable but shall require prior written approval from DAS.

BIDDER QUALIFICATIONS: In order to qualify for bidding, Bidders shall have been in the apparel, garment, laundering service/building maintenance supply rental industry, providing the type of garment, clothing and other services as specified in this Bid, for a minimum of five (5) years. Bidders must be able to provide statewide service to all State of Ohio Facilities which require service under this contract. A partial list of State of Ohio using locations is listed in Appendix A on page 24. Bidders should submit documentation of their company background and supportive documentation for this requirement with their bid. If not included with the Bid Response, the Bidder must provide such supporting documentation within seven (7) calendar days after request/notification by the Office of Procurement Services. Failure to provide this required information may after request may result the Bidder being found not responsive.

BIDDER REFERENCES: The Bidder should supply a minimum of three (3) references for organizations where the Bidder has supplied similar services as those required by this Bid. References provided by the Bidder must agree to be interviewed by DAS concerning the Bidder's services. The list of references shall include company name, address, telephone number, contact person, number of years providing service, and description of the services provided. If not included with the Bid Response, the Bidder must provide references as required within seven (7) calendar days after request/notification by the Office of Procurement Services. Failure to submit references as requested may result in the Bidder being deemed not responsive.

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SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACT RENEWAL: This contract may be renewed for one (1) month, at the state's option. Additionally, this contract may be renewed, by agreement, any number of times for any period of time under the same prices, terms and conditions stated herein. The cumulative total of all renewals by agreement may not exceed three (3) years.

EXCEPTIONS: Bidders may present exceptions to the Bid terms and conditions or specifications. Any exceptions presented must be explicitly detailed in the bidder's response. Exceptions will not disqualify a bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal bid responses that meet the overall requirements of the bid. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the intent of the terms or specifications or would give the bidder a unfair advantage. However, exceptions to any stated level of performance, reliability, and timeliness would represent such a violation of the intent that would necessitate rejection of the bid response.

REFERENCES TO ALTERNATE TERMS: Any reference, which may appear on any price list or descriptive literature or any other document furnished by a Bidder/Contractor, to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change, or any other Charge(s) not specifically authorized in this bid or subsequent Contract awarded pursuant to this Bid will be disregarded by the State of Ohio.

SPECIAL CHARGES ARE NOT AUTHORIZED: There shall be no assessment, surcharge, small order charge, minimum order charge, single item charge, make up charge, minimum delivery or re-delivery charge or any other unspecified additional charge that is not specifically authorized by this Bid or authorized by a subsequent Contract awarded pursuant to this Bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in this Bid and resulting Contract. State of Ohio government agencies using this contract are exempt from State of Ohio Sales Tax.

TRANSPORTATION CHARGES: The Contractor will be responsible for all transportation charges incurred in the delivery of materials and/or services specified in this Bid and resulting Contract.

SUBMISSION OF INVOICES: Invoices shall be submitted to the location serviced or as required by the serviced location using agency designated authority or using State agency. If the agency location requires consolidated invoices for multiple agency locations or extended date periods, the Contractor shall provide them as required. The Contractor shall submit a "proper invoice", in triplicate unless otherwise requested by the ordering agency, directly to the ordering agency indicated on the purchase order/request. A "proper invoice" is defined as being free from defects, discrepancies, errors, or other improprieties and shall include, but may not be limited subject to individual agency requirements to:

- 1) exact Contractor's name and address as listed on the Contract
- 2) exact remittance address as listed on the Contract
- 3) invoice number and date of invoice
- 3) exact purchase order or purchase request number assigned by the agency
- 4) exact description, quantity, unit price, total price, etc. as appears on the purchase order or purchase request and in this Contract

In accordance with Section 126.30, Revised code, and any applicable rules thereto, all agencies shall make prompt payment for any supplies or services acquired from the Contractor. Upon receipt of a "proper invoice", payment, subject to the foregoing provision and, unless otherwise stated in the Bid/Contract, payment shall be made in accordance with the payment terms of this Contract. "Improper invoices" shall be returned to the Contractor noting areas of discrepancy. A State agency location will make payment only after receipt of a "proper invoice" as defined herein. When an invoice is returned, the required payment date will be thirty (30) days from the date of receipt of the corrected "proper invoice".

Bidders should provide an exact sample invoice and consolidated invoice (mock-up) including garments, mats and other facilities supplies for a State of Ohio location which may be served upon award of a contract. If not provided with the Bid submission, Bidder will have seven (7) calendar days after request to provide a sample invoice. Failure to supply a sample invoice in accordance with the above after request may result in rejection of the Bidder's bid as not responsive. Invoice examples which DAS determines do not meet the requirement of a "proper invoice" as stated may be deemed not responsive.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The Contract price(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.

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All price increase requests 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".

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 Contractor user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. 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 is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

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 one of the following addresses.

For same day or overnight deliveries: All other deliveries may be sent to the following address:

Huntington National Bank *
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

Department of Administrative Services *
L-3686
Columbus, OH 43260-3686

* Changed by amendment # 11, effective 07/23/18.

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If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, 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 Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio.

For same day or overnight deliveries: All other deliveries may be sent to the following address:

Huntington National Bank *
ATTN: L-3686
7 Easton Oval
Columbus, OH 43210

Department of Administrative Services *
L-3686
Columbus, OH 43260-3686

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 suspend, terminate or cancel this Contract.

SUBSTITUTION OF ITEMS: During the term of any ensuing contract in the event of the discontinuance of an item offered in this Bid/Contract, the awarded Bidder/Contractor may provide alternate Manufacturer Brand/Style/Items other than those indicated in the Contract Item Specifications or on the Bid/Contract Price page. Prior to the provision of any alternate however, the Contractor must notify and obtain written permission for the substitution from the state of Ohio DAS Office of Procurement Services. DAS may require samples prior to the approval of any alternate or substitute item(s). Unauthorized substitutions shall be considered a default of the Contract and may result in suspension or termination of the contract. Requests for item substitutions shall be made to: the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walt Schneider, walter.schneider@das.state.oh.us

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.

OPEN TRADE AFFIRMATION: Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

USAGE REPORTS: In addition to the Contractor Quarterly Sales Report above, every six (6) months the Contractor must submit a report (written or on disk or electronically in Excel format) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walt Schneider, CPPB, at walter.schneider@das.state.oh.us

* Changed by amendment # 11, effective 07/23/18

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SPECIAL CONTRACT TERMS AND CONDITIONS

PROHIBITION OF THE EXPENDITURE OF PUBLIC FUND FOR OFFSHORE SERVICES **

No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Contract.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

* Denotes repagination per Amendment #15.

** Denotes addition of the PROHIBITION OF THE EXPENDITURE OF PUBLIC FUND FOR OFFSHORE SERVICES clause pursuant to Executive Order No. 2022-020.

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SPECIFICATIONS

I. Scope:

These specifications cover the rental of apparel and garments, various floor mat(s) and dust control and accessory items as specified herein for all State of Ohio Agencies, state institutions of higher education and properly registered members in good standing of DAS Cooperative Purchasing Program which elect to use this contract.

II. General Requirements:

- A. **Requirement:** The successful Contractor shall furnish First Quality apparel and garments including laundry and cleaning service, floor mat and dust control and other services as specified herein, weekly or on a schedule specified by the individual agency/using location. First Quality means the items provided will be sufficient in all aspects for the purpose intended, of exact fit, superior quality, without defect, cleaned, laundered, dried, pressed and delivered on time and in the quantity ordered/requested. The Bidder/Contractor agrees to provide the State of Ohio with garment, apparel, and building/facility maintenance rental and laundry services equal to the highest industry standards. Termination or suspension of this Contract may be exercised by DAS if the Contractor is unable to resolve any service deficiency, reported in writing by a State contract user, within thirty (30) days after receipt of written notification.
- B. **Contract Start Up:** Within thirty (30) calendar days of notification of award of this contract, the Contractor must contact the using agency locations listed in Appendix A to this Bid to arrange meetings concerning the agency requirements and use of the Contract. Upon notification or contact from an authorized using agency/location not named in Appendix A, the Contractor shall meet with such location within seven (7) calendar days of contact. Each individual at each using location shall be measured and fitted for new garments and/or apparel items as designated by the agency/using location within seven (7) calendar days of first meeting. The Contractor shall deliver all required garments or items to the using agency within thirty (30) calendar days after measurements have been taken. Each agency location using this contract shall designate an individual hereafter referred to as the Using Location Designated Authority who shall be responsible for the functions indicated in this contract on behalf of the contract user. All uniform and clothing items delivered must conform to the requirements of this Bid/Contract and be acceptable to the using location designated authority.
- C. **Signatures:** The Contractor shall furnish control documents with each delivery, showing the number of garments or other items picked delivered and picked up for each employee and using location. The using agency designated authority shall review, approve and sign each control document prior to any picked up item(s) leaving the agency location and prior to payment for any services provided by the Contractor. A copy of the control document is to be retained by the using location designated authority. All items are to be checked in and out and count is to be verified in writing by the using location designated authority for each delivery. Any shortage, overage, damage loss, need for replacement or repair shall be noted on the control document. Invoices without a using agency designated authority signature will not be paid and the using agency will not be responsible for charges for shortage, loss, damage, replacement or other issues not covered by this Contract and not noted and approved on control documents. Items/garments will not be replaced and the using agency will not be responsible for the cost of items replaced without a control document record and the approval of the using agency designated authority.
- D. **Contractor Visits:** The Contractor may assign representatives to make scheduled visits to each using location purchasing the services provided by this contract, at least once every one-hundred eighty (180) days to resolve any issues and to review all garments or items in service. Review means checking condition of apparel, garments and other items, checking quantity on hand and soliciting feedback on the service being provided.
- E. **Repair Policy:** Each Bidder should submit with their Invitation to Bid a letter delineating their process/procedure regarding repair and upkeep of uniforms. Uniforms or garments designated for repair or replacement are to be returned repaired on the next regular delivery. If not submitted with the Bid, repair process/procedure documents shall be provided within seven (7) calendar days after requested by DAS. Failure to submit repair process/procedure documents within the time specified may result in the Bidder being determined not responsive.
- F. **Repair Tags:** The Contractor shall provide repair tags. It is the responsibility of the individual wearing the rental garment(s) to report any damage or repair needed to garment(s) to the using location designated authority. It is the responsibility of the using location designated authority to furnish completed repair tags to the contractor.

* Denotes repagination per Amendment #15.