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STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES GENERAL SERVICES DIVISION OFFICE OF PROCUREMENT SERVICES 4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

OPTIONAL USE CONTRACT FOR: ON PREMISE LAUNDRY EQUIPMENT, RENTAL AND PURCHASE

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900122 that opened on 07/26/21. 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 <u>Instructions to Bidders</u> and <u>Standard Terms and Conditions</u>, 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.

<u>CONTRACT RENEWAL.</u> This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed thirty-six (36) months unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to all State agency(ies), State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

http://www.ohio.gov/procure

Signed:

Kathleen C. Madden, Director

Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

<u>AMENDMENTS TO CONTRACT TERMS AND CONDITIONS</u>: 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.

<u>DELIVERY AND ACCEPTANCE</u>: Supplies will be delivered to the participating agency within <u>thirty (30)</u> days after receipt of order. 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.

<u>SITE VISIT</u>: While site visits will not be held prior to the bid opening, Bidders shall be prepared and equipped to survey ordering agency's facilities should a contract be awarded pursuant to this solicitation. Site visits will be coordinated between the Contractor and the ordering agency. Site visits may be necessary throughout the State of Ohio. Any costs associated with the site visits shall be the responsibility of the Contractor. This is not an additional billable cost to the agency.

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION: Any contract awarded pursuant to this solicitation may require admittance to a correctional facility. The Ohio Department of Rehabilitation and Correction (ODRC) has a unique mission and, with it, special requirements for Contractors while on their premises. Contractors shall follow the ODRC Standards of Conduct.

<u>DESCRIPTIVE LITERATURE</u>: The Bidder shall submit descriptive literature of the supplies or services being offered as part of their bid submission. The literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the State of Ohio. Failure of the bidder to furnish descriptive literature as part of their bid response may deem the bidder not responsive.

MANUFACTURER OR AUTHORIZED DEALER/DISTRIBUTOR: For consideration of any awards, all bidders responding to this solicitation shall be either a manufacturer or a manufacturer's authorized dealer/distributor of the product(s) for which they are submitting prices. If awarded, Bidder shall remain as such for the duration of the contract and all subsequent renewals or extensions. Bidders shall identify themselves as either a manufacturer or a manufacturer's authorized dealer/distributor as well as provide a letter attesting to this relationship on the manufacturer's letterhead. Bidders failing to provide a manufacturer's letter with their bid response may be deemed not responsive.

<u>EVALUATION</u>: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the bid price by the item estimated annual usage. The resulting products will be added together to calculate a lot total per bid district. Bidders are not required to submit bid prices for all regions. Bidders that fail to submit bid prices for all evaluated items in any chosen bid region may be deemed not responsive for that region.

<u>CONTRACT AWARD</u>: The contract will be awarded to the lowest responsive and responsible bidder by low lot total per bid region.

<u>FIXED-PRICE WITH ECONOMIC ADJUSTMENT</u>: 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.

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SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

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 "Suspension/Termination" and the "Contract Remedies" sections of the "Standard Contract Terms and Conditions".

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.

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 is 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'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.

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

The Contractor 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,

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SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

For same day or overnight deliveries:

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

All other deliveries may be sent to the following address:

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

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.

<u>CONTRACTOR REVENUE SHARE</u>: 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.

Use the following address for same day or overnight deliveries:

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

All other deliveries may be sent to the following address:

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.

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SPECIFICATIONS AND REQUIREMENTS

I. <u>SCOPE</u>: This solicitation is issued with the intent to establish a contract for necessary goods and services required to fulfill the needs for on-premise laundry equipment and related services throughout the State of Ohio. Any contract awarded pursuant to this solicitation shall be made available to all State of Ohio Agencies and properly registered members of the State's Cooperative Purchase Program (Co-op).

- A. <u>BID REGIONS</u>: There are four (4) regions identified within the state for this solicitation. The map of bid regions can be found as Attachment One to this solicitation. Each region will be awarded individually. Bidders may respond to, and be awarded, more than one region.
- B. <u>RENTAL AND PURCHASE</u>: Goods and services procured using this contract shall include both rental and purchase. Rental agreements shall include annual maintenance in the cost of the rental while purchases do not include annual maintenance agreements. Agencies or Co-op members may enter into a maintenance agreement with the supplier as an additional purchase.
- C. <u>DEFINITIONS</u>: For the purposes of any term contract awarded pursuant to this bid, the following shall apply.
 - COOPERATIVE PURCHASING PROGRAM: The Cooperative Purchasing Program (Co-op) offers Ohio
 counties, townships, municipalities, school districts, public libraries, regional park districts and other political
 subdivisions the benefits and costs savings of buying goods and services through state contracts. See the Coop brochure for additional details.
 - PARTICIPATING ENTITY: A participating entity is used throughout this solicitation to refer to a State agency or properly registered Co-op member.
 - ON-PREMISES LAUNDRY EQUIPMENT: On-premises laundry (OPL) equipment shall include those items that
 may be referred to as "industrial" or "commercial-grade" laundry equipment; washers/extractors and dryers. For
 the purpose of this solicitation, the desired OPL has been identified by the size/laundry capacity of the
 equipment.
 - 4. <u>CERTIFIED FACTORY-TRAINED TECHNICIAN</u>: A certified factory-trained technician is defined as an individual who has been trained to service and repair manufacturer specific equipment and has satisfied the manufacturer's requirements deeming them "certified." It shall be their primary responsibility to respond to the service requests from participating entities. Contractors and their technicians shall have access to the device manufacturer's technical resources to aid in servicing equipment. Understand that any reference to a technician throughout this document shall equate to this definition.
 - 5. <u>RENTAL AGREEMENT</u>: A rental agreement is the vehicle by which participating entities will establish the details of a rental, including the rental term, location, and additional information. The rental agreement can be found as Attachment Two to this solicitation.
 - MAINTENANCE AGREEMENT: An annual maintenance agreement is the vehicle by which participating entities
 will establish the details of a maintenance agreement, if desired, associated with equipment purchased under
 this contract. The maintenance agreement can be found as Attachment Three to this solicitation.
- II. <u>SPECIFICATIONS</u>: The following shall establish minimum specifications for all goods and services procured under any contract awarded pursuant to this solicitation.
 - A. <u>EQUIPMENT</u>: The desired OPL equipment for this solicitation has been identified as either a washer or a dryer with a specified minimum size/laundry capacity and minimum motor horsepower rating. Bidders shall provide the capacity and horsepower of each item for which a price is submitted along with other identifying information.
 - All equipment furnished shall be new and in current production. Remanufactured or refurbished equipment is not permitted.
 - The base units identified shall be fully functional devices capable of satisfying the minimum requirements for the category without additional accessories or options.

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SPECIFICATIONS AND REQUIREMENTS (CONT'D)

B. <u>DELIVERY AND INSTALLATION</u>: The Contractor shall be responsible for the delivery, installation, and operational testing for all OPL equipment in accordance with the Contract. Prior to delivery and installation, the Contractor shall advise the participating entity of any specialized installation and site requirements, this may require the Contractor to visit the entity's designated installation location for evaluation prior to delivery.

- All deliveries shall be made during normal business hours which may vary for each location by participating
 entity. It is the Contractor's responsibility to coordinate delivery dates and times accordingly. The participating
 entity shall not be responsible for any additional cost should the Contractor fail to observe specific delivery dates
 and receiving hours.
- 2. All deliveries must be FOB Destination, freight prepaid by the Contractor, to the participating entity's specified location.
- 3. The Contractor shall provide and pay for all material, labor, tools, transportation, and handling necessary for the furnishing, delivery, assembly, and installation including any inspection before, during, and after installation of all items specified herein.
- 4. The Contractor shall keep the premises where work is being performed tidy, keeping all tools, installation equipment, machinery, and other materials in an orderly fashion. The Contractor shall not allow waste or packing materials to accumulate. The Contractor is responsible for removing all crates, wrappings, flammable waste material, and trash resulting from the work completed under this contract. The premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.
- 5. The Contractor shall be responsible for any damage to the premises of any site that is the result of the installation and shall repair and restore the damaged area to the original condition within the time frame designated by participating entity.
- 6. All equipment shall be functionally tested after installation to ensure that all cycles/modes/functions are operating as designed.
- 7. If the participating entity owns OPL equipment to be replaced by new OPL equipment under this contract, the Contractor may be required to disconnect and remove the existing OPL equipment per the direction of the participating entity.
- C. <u>TRAINING</u>: After successful installation, the Contractor shall provide training for personnel identified by the participating entity. This training shall include operation and routine care of the OPL equipment as well as the procedure for requesting maintenance. Additionally, the Contractor shall provide product literature, user-manuals, and, if available, access to on-line resources at no charge to the participating entity.
- D. <u>TITLE</u>: The transfer of title varies for rentals and purchases as follows.
 - 1. <u>Rental</u>: The participating entity will not hold title to the equipment under the rental portion of this Contract. The Contractor shall be responsible for any/all taxes.
 - TERM: The maximum term of any rental agreement established pursuant to this solicitation shall not exceed five (5) years with all installations on their own term up to five (5) years (non-coterminous).
 - ii. <u>EXPIRATION</u>: At the end of the rental agreement term, the Contractor and the participating entity shall coordinate in writing regarding the agreement's expiration date and schedule the retrieval of the associated equipment. The Contractor must collect the OPL equipment as scheduled.
 - a. The participating entity will not be liable for any usage of a device after its specified pick-up date.
 - b. The Contractor must submit a confirmation to the participating entity's purchasing department within one (1) week after the device was collected. Failure to submit the confirmation of pick-up may delay the final payment.

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SPECIFICATIONS AND REQUIREMENTS (CONT'D)

c. If the Contractor does not pick up the OPL equipment on the date specified in the e-mail notification, the participating entity may assess the Contractor a \$25.00 per day/per device storage fee. Such expense shall be deducted from the Contractor's final payment.

Although the units and accessories will be installed on the participating entity's premises, the entity shall be relieved from risk of loss or damage during the period of transportation, installation, and during the entire time the equipment is in the possession of the participating entity, except when the loss or damage is due to negligence or willful act by the participating entity. If damage or loss occurs to the installed equipment caused by negligence or willful act by the participating entity, reimbursement will be made as follows:

- The Contractor shall submit an invoice and a written damage or loss evaluation/claim to participating entity's purchasing department.
- ii. If the damaged equipment can be repaired, the Contractor will invoice the participating entity at the Contractor's lowest current price rates for parts and labor.
- iii. If a machine needs to be replaced, the participating entity's purchasing department will negotiate with the Contractor to arrive at the depreciated value of the damaged unit.
- 2. <u>Purchase</u>: The title passes to the purchasing entity upon successful delivery, installation, and acceptance by the entity. Although the units and accessories will be installed on the participating entity's premises, the entity shall be relieved from risk of loss or damage during the period of transportation and installation.
- E. <u>MAINTENANCE</u>: Maintenance agreements vary for rentals and purchases. All maintenance shall be performed by certified factory-trained technicians. Maintenance shall include repairs, labor, parts, travel time, mileage, supplies, and any other expense required to maintain the equipment in proper working condition.
 - Rental: All rental agreements will require annual maintenance of equipment by the supplier included in the agreement in accordance with the original equipment manufacturer requirements. The cost of annual maintenance of equipment shall be included in the cost of the rental, this is not an additional cost.
 - Bidders shall guarantee consistent quality and a continuing supply of the equipment, accessories, repair parts, and services offered pursuant to this solicitation for the full duration of the rental agreement term.
 - 2. <u>Purchase</u>: The purchasing entity will have the option of including an annual maintenance agreement for any purchased equipment. Maintenance of equipment, when this option is exercised, shall be in accordance with the original equipment manufacturer requirements. Payments for this maintenance service will be made on a quarterly basis. Annual maintenance agreements can be purchased at any time throughout the contract. The purchasing entity does not have to purchase the annual maintenance agreement at the time of the equipment purchase.
- III. <u>REQUIREMENTS</u>: The following shall establish minimum requirements for both Contractors and participating entities for any contract awarded pursuant to this solicitation.

A. CONTRACTOR REQUIREMENTS:

MAINTENANCE: The Contractor will be responsible for maintaining the OPL equipment for all rental agreements
established under this contract as well as for those maintenance agreements established for related equipment
purchases. Bidders must have an adequate network of sales/service facilities and technicians to adequately
respond to the contract requirements in all awarded bid regions.

Reliable equipment is paramount to the successful execution of any contract awarded pursuant to this solicitation. Reducing downtime is key. Contractors must provide daily communication to the participating entity regarding inoperable equipment, including updates regarding resolution timeframe, and any parts, accessories, or devices on back-order.

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SPECIFICATIONS AND REQUIREMENTS (CONT'D)

3. <u>CONDUCT</u>: During the execution of this contract, Contractor personnel will be required to enter the participating entity's facility. It is the Contractor's responsibility to ensure that their personnel conduct themselves in a manner consistent with the purposes and functions of the facility and avoid detrimentally affecting the good order of the facility and operations. Each participating entity's facility will have established standards of conduct required for anyone on the premises. Be advised, these standards of conduct may include strict privacy, confidentiality, or HIPAA requirements.

- 4. <u>INVOICING</u>: Invoices shall be submitted as directed on the participating entity's purchase order. Rental invoices shall be submitted monthly. Maintenance invoices associated with maintenance agreements for purchased equipment shall be submitted quarterly.
- 5. <u>DOCUMENTATION</u>: Substantial documentation will be required of each Contractor and is essential to the successful execution of contracts pursuant to this solicitation.
 - i. The State of Ohio's eProcurement solution, Ohio|Buys, requires specific formatting to upload eCatalog data. Contractor(s) shall provide the required data, in the required Excel format, for each awarded category to include product image files. Complete Ohio|Buys data and image files shall be submitted to DAS within ten (10) business days of award.
 - ii. It is the Contractor's responsibility to provide the State with the most current and accurate documentation available regarding all aspects of this solicitation and the Contractor(s) shall furnish revised documentation as updated literature become available. This is to include all descriptive literature and Ohio|Buys data and images.

B. PARTICIPATING ENTITY REQUIREMENTS:

- 1. <u>ACKNOWLEDGEMENTS</u>: The participating entity acknowledges the following:
 - i. The rental agreement is the only vehicle by which participating entities may establish the details of a rental, including the rental term, location, and additional information. The rental agreement can be found as Attachment Two to this solicitation.
 - ii. In order to utilize maintenance for purchased OPL equipment under this contract, the maintenance agreement shall be used. The maintenance agreement can be found as Attachment Three to this solicitation.
 - iii. The individual affixing their signature to the either a rental or maintenance agreement has the authority to sign the agreement on behalf of the participating entity and that the individual fully understands and acknowledges the terms of the agreement.
- SITE PREPARATIONS: The participating entity shall be responsible for furnishing and installing any special electrical, plumbing, or exhaust equipment that may be required for the successful installation of new OPL equipment.
- CONDUCT: During the execution of this contract, Contractor personnel will be required to enter the participating entity's facility. It is the participating entity's responsibility to ensure that the Contractor's personnel are made aware of the locations established standards of conduct.

C. RENTAL AGREEMENT TERMS:

1. The maximum total rental term, including all extensions, shall be five (5) years for any OPL equipment.

Rental agreements established for less than five (5) years may be extended by mutual agreement between the participating entity and the Contractor. The total rental term, including all extensions, shall not exceed a maximum of five (5) years and shall be at the rental rates in effect at the time of the original agreement. Rentals established for less than three (3) years, when extended for a total rental term of five (5) years, shall be billed at the three to five (3-5) year rental rates.

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SPECIFICATIONS AND REQUIREMENTS (CONT'D)

In the event of dynamic unforeseen circumstances, as defined by the participating entity, a maximum of ninety (90) days may be added to the end of any rental term to allow the participating entity additional time to address their OPL equipment needs. The participating entity shall notify the Contractor of their intentions before the current term ends and the Contractor shall act in good faith to accommodate the entity's request.

- 2. If the participating entity eliminates or closes an installation location, dissolves, or ceases to exist, the rental agreement will be terminated when the entity's operations cease and the equipment will be taken back by the Contractor free of charge.
- 3. Upon the expiration of the rental term or termination of the rental term the Contractor, at their sole expense, shall remove the OPL equipment.
- D. <u>MAINTENANCE AGREEMENT TERMS</u>: These terms shall apply to both the maintenance included in rental agreements as well as the maintenance established for purchased equipment.
 - 1. Participating entities may establish an annual maintenance agreement for equipment purchased under this contract at any time during the life of the Contract. The maintenance agreement does not have to be purchased at the time of the equipment purchase.
 - 2. The Contractor(s) will be responsible for maintaining the equipment and recording said maintenance with service logs. All maintenance shall be performed by certified factory-trained technicians.
 - 3. Contractors shall supply a list of their sales/service facilities and/or technician locations. The list of sales/service facilities and/or technicians should indicate the bid region(s) each is responsible to service. The Contractor(s) must have certified factory-trained service technicians on staff that are fully qualified to service all of the installed machines with genuine OEM parts.
 - 4. Contractors shall respond to the participating entity's request as soon as possible but no later than 8 business hours from the time of the request and at that time be prepared to schedule the on-site service appointment. Contractors shall supply both a primary and secondary contact for service request.
- E. <u>WARRANTY</u>: For either rentals or purchases, the warranty period shall begin upon acceptance of the products and shall be for a minimum of ninety (90) days for all equipment.
 - 1. OPL equipment that is installed under any resulting contract will come with the standard features as published in the manufacturer's literature and will not deviate from the stated specifications.
 - OPL equipment shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.
 - 3. If defects are identified, per mutual agreement of Contractor and the participating entity, Contractor's obligations shall be limited solely to the repair or replacement of equipment proven to be defective upon inspection.
 - 4. Replacement of OPL equipment shall be on a like-for-like basis and shall be at no cost to the participating entity.
 - Repair of defective parts and/or devices shall be at no cost to the participating entity.
 - Upon significant failure of a OPL equipment, the warranty period shall commence again for the same amount of time. Significant failure shall be determined by the participating entity.
 - 7. Contractor(s) warranty obligations shall not apply if:
 - The OPL equipment is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their authorized agent;
 - ii. If an un-authorized accessory, supply, software, or part is attached to, or used in the OPL equipment; or
 - iii. The OPL equipment is relocated to any place where the Contractor's services are not available.

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SPECIFICATIONS AND REQUIREMENTS (CONT'D)

- 8. Contractor(s) agree to perform its services in a professional manner, consistent with applicable industry standards.
- 9. It will be at the discretion of each participating entity to negotiate additional warranty requirements with the Contractor(s).
- 10. Lemon Clause: This clause shall apply to all OPL equipment that is procured pursuant to a contract resulting from this solicitation.
 - i. This clause shall not apply if supplies are used in the OPL equipment that were not manufactured for laundry equipment.
 - ii. The application period is thirty-six (36) months from the date of acceptance.
 - iii. This clause shall take precedence over any other warranty or services clauses associated with this contract.

Any device that fails (except due to operator error) to function in accordance with the manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new device that meets or exceeds the requirements of the original device, at no cost to the participating entity.

IV. PRICES:

- A. RENTAL: The rental prices submitted shall include all costs related to the rental of OPL equipment as listed above. Rental prices shall be based upon an annual rental price or a three to five (3-5) year rental price with the Bidder submitting prices for both options. The rental prices as listed on the approved price list for the selected equipment is the only allowable charge. No additional fees and/or charges will be allowed. Only all-inclusive monthly rental prices will be considered.
- B. PURCHASE: The purchase prices submitted shall include all costs related to the purchase of the OPL equipment as listed above. The purchase prices as listed on the approved price list for the selected equipment is the only allowable charge. No additional fees and/or charges will be allowed. Only purchase prices will be considered.
- C. MAINTENANCE AGREEMENT: The annual maintenance prices submitted shall include all costs related to the maintenance of the OPL equipment as listed above. The annual maintenance price as listed on the approved price list for the selected equipment is the only allowable charge. No additional fees and/or charges will be allowed. Only annual maintenance prices will be considered.

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PRICE SCHEDULE WASHERS/EXTRACTORS

CAPACITY: (minimum)	16 lbs	MOTOR SIZE: (recommended)	1/2 HP	REGION(S), AWARDED:	ALL: NW, NE, SW, and SE
MANUFACTURER:			MODEL NUMBER:	LWN432	
CAPACITY:	16 lbs	MOTOR SIZE:	1/2 HP	CYLINDER CAPACITY:	3.19 cu ft
OAKS ITEM ID N	NUMBER:	39779	39813	39814	39815
		ANNUAL RENTAL (price per month)	ANNUAL RENTAL 3-5 YEAR TERM (price per month)	PURCHASE PRICE	ANNUAL MAINTENANCE AGREEMENT
BASE UNIT AS LIS	TED ABOVE:	\$156.00	\$31.00	\$811.20	\$900.00
OPTIONS/ACCESSORIES: NONE SUBMITTED, NONE AWARDED					

CAPACITY: (minimum)	18 lbs	MOTOR SIZE: (recommended)	3/4 HP	REGION(S), AWARDED:	ALL: NW, NE, SW, and SE
MANUFACTURER:			MODEL NUMBER:	LFN50RSP	
CAPACITY:	21.5 lbs	MOTOR SIZE:	0.9 HP	CYLINDER CAPACITY:	3.42 cu ft
OAKS ITEM ID	NUMBER:	39780	39816	39817	39818
		ANNUAL RENTAL (price per month)	ANNUAL RENTAL 3-5 YEAR TERM (price per month)	PURCHASE PRICE	ANNUAL MAINTENANCE AGREEMENT
BASE UNIT AS LIS	STED ABOVE:	\$289.75	\$58.00	\$1,807.00	\$900.00
OPTIONS/ACCESSORIES: NONE SUBMITTED, NONE AWARDED					

CAPACITY: (minimum)	20 lbs	MOTOR SIZE: (recommended)	1 HP	REGION(S), AWARDED:	ALL: NW, NE, SW, and SE
MANUFACTURER:	TURER: ALLIANCE		MODEL NUMBER:	UYN020	
CAPACITY:	20 lbs	MOTOR SIZE:	1 HP	CYLINDER CAPACITY:	2.6 cu ft
OAKS ITEM ID N	UMBER:	39781	39819	39820	39821
		ANNUAL RENTAL (price per month)	ANNUAL RENTAL 3-5 YEAR TERM (price per month)	PURCHASE PRICE	ANNUAL MAINTENANCE AGREEMENT
BASE UNIT AS LIST	ED ABOVE:	\$977.00	\$196.00	\$5,465.46	\$1,350.00
OPTIONS/ACCESSORIES: NONE SUBMITTED, NONE AWARDED					

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PRICE SCHEDULE (CONT'D) WASHERS/EXTRACTORS (CONT'D)

CAPACITY: (minimum)	60 lbs	MOTOR SIZE: (recommended)	3 HP	REGION(S), AWARDED:	ALL: NW, NE, SW, and SE
MANUFACTURER:	IANUFACTURER: ALLIANCE		MODEL NUMBER:	UCT060	
CAPACITY:	60 lbs	MOTOR SIZE:	3 HP	CYLINDER CAPACITY:	9 cu ft
OAKS ITEM ID N	NUMBER:	39782	39822	39823	39824
		ANNUAL RENTAL (price per month)	ANNUAL RENTAL 3-5 YEAR TERM (price per month)	PURCHASE PRICE	ANNUAL MAINTENANCE AGREEMENT
BASE UNIT AS LIS	TED ABOVE:	\$1,947.80	\$389.00	\$10,816.00	\$1,350.00
OPTIONS/ACCESSORIES: NONE SUBMITTED, NONE AWARDED					

CAPACITY: (minimum)	65 lbs	MOTOR SIZE: (recommended)	5 HP	REGION(S), AWARDED:	ALL: NW, NE, SW, and SE
MANUFACTURER: ALLIANCE		MODEL NUMBER:	UW	Γ065	
CAPACITY:	65 lbs	MOTOR SIZE:	5 HP	CYLINDER CAPACITY:	9.7 cu ft
OAKS ITEM ID N	NUMBER:	39783	39825	39826	39827
		ANNUAL RENTAL (price per month)	ANNUAL RENTAL 3-5 YEAR TERM (price per month)	PURCHASE PRICE	ANNUAL MAINTENANCE AGREEMENT
BASE UNIT AS LIST	TED ABOVE:	\$2,226.00	\$445.00	\$12,375.50	\$1,350.00
OPTIONS/ACCESSORIES: NONE SUBMITTED, NONE AWARDED					

CAPACITY: (minimum)	85 lbs	MOTOR SIZE: (recommended)	7.5 HP	REGION(S), AWARDED:	ALL: NW, NE, SW, and SE
MANUFACTURER:	CTURER: ALLIANCE		MODEL NUMBER:	UWT085	
CAPACITY:	85 lbs	MOTOR SIZE:	7.5 HP	CYLINDER CAPACITY:	13 cu ft
OAKS ITEM ID NUN	/IBER:	39784	39828	39829	39830
		ANNUAL RENTAL (price per month)	ANNUAL RENTAL 3-5 YEAR TERM (price per month)	PURCHASE PRICE	ANNUAL MAINTENANCE AGREEMENT
BASE UNIT AS LISTED	ABOVE:	\$3,356.00	\$672.00	\$19,757.00	\$1,350.00
OPTIONS/ACCESSORIES: NONE SUBMITTED, NONE AWARDED					

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PRICE SCHEDULE (CONT'D) WASHERS/EXTRACTORS (CONT'D)

CAPACITY: 105 lbs (minimum)	MOTOR SIZE: (recommended)	7.5 HP	REGION(S), AWARDED:	ALL: NW, NE, SW, and SE	
MANUFACTURER:	ER: ALLIANCE		UWT105		
CAPACITY: 105 lbs	MOTOR SIZE:	7.5 HP	CYLINDER CAPACITY:	15.9 cu ft	
OAKS ITEM ID NUMBER:	39785	39831	39832	39833	
	ANNUAL RENTAL (price per month)	ANNUAL RENTAL 3-5 YEAR TERM (price per month)	PURCHASE PRICE	ANNUAL MAINTENANCE AGREEMENT	
BASE UNIT AS LISTED ABOVE	\$3,671.00	\$734.00	\$21,530.40	\$1,350.00	
OPTIONS/ACCESSORIES: NONE SUBMITTED, NONE AWARDED					

CAPACITY: (minimum)	125 lbs	MOTOR SIZE: (recommended)	7-1/2 HP	REGION(S), AWARDED:	ALL: NW, NE, SW, and SE
MANUFACTURER:	NUFACTURER: ALLIANCE		MODEL NUMBER:	UYN125	
CAPACITY:	125 lbs	MOTOR SIZE:	10 HP	CYLINDER CAPACITY:	18.3 cu ft
OAKS ITEM ID N	IUMBER:	39786	39834	39835	39836
		ANNUAL RENTAL (price per month)	ANNUAL RENTAL 3-5 YEAR TERM (price per month)	PURCHASE PRICE	ANNUAL MAINTENANCE AGREEMENT
BASE UNIT AS LIST	ED ABOVE:	\$5,670.00	\$1,134.00	\$32,205.00	\$1,350.00
OPTIONS/ACCESSORIES: NONE SUBMITTED, NONE AWARDED					

CAPACITY: (minimum)	130 lbs	MOTOR SIZE: (recommended)	10 HP	REGION(S), AWARDED:	ALL: NW, NE, SW, and SE
MANUFACTURER:	ER: ALLIANCE		MODEL NUMBER:	UWT130	
CAPACITY:	130 lbs	MOTOR SIZE:	10 HP	CYLINDER CAPACITY:	19.6 cu ft
OAKS ITEM ID NU	JMBER:	39787	39837	39838	39839
		ANNUAL RENTAL (price per month)	ANNUAL RENTAL 3-5 YEAR TERM (price per month)	PURCHASE PRICE	ANNUAL MAINTENANCE AGREEMENT
BASE UNIT AS LISTE	D ABOVE:	\$4,426.00	\$885.00	\$24,645.00	\$1,350.00
OPTIONS/ACCESSORIES: NONE SUBMITTED, NONE AWARDED					

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PRICE SCHEDULE (CONT'D) WASHERS/EXTRACTORS (CONT'D)

CAPACITY: (minimum)	160 lbs	MOTOR SIZE: (recommended)	10 HP	REGION(S), AWARDED:	ALL: NW, NE, SW, and SE
MANUFACTURER:	CTURER: ALLIANCE		MODEL NUMBER:	UWT160	
CAPACITY:	160 lbs	MOTOR SIZE:	10 HP	CYLINDER CAPACITY:	24.1 cu ft
OAKS ITEM ID	NUMBER:	39788	39840	39841	39842
		ANNUAL RENTAL (price per month)	ANNUAL RENTAL 3-5 YEAR TERM (price per month)	PURCHASE PRICE	ANNUAL MAINTENANCE AGREEMENT
BASE UNIT AS LISTED ABOVE:		\$5,648.00	\$1,130.00	\$32,142.24	\$1,350.00
OPTIONS/ACCESSORIES: NONE SUBMITTED, NONE AWARDED					

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$\frac{\mathsf{PRICE}\;\mathsf{SCHEDULE}\;(\mathsf{CONT'D})}{\mathsf{DRYERS}}$

CAPACITY: (minimum)	18 lbs	MOTOR SIZE: (recommended)	1/4 HP	REGION(S), AWARDED:	ALL: NW, NE, SW, and SE
MANUFACTURER:	MANUFACTURER: ALLIANCE		MODEL NUMBER:	LDE30	
CAPACITY:	18 lbs	MOTOR SIZE:	1/3 HP	CYLINDER CAPACITY:	7 cu ft
GAS HEAT RATING:	25,000 Btu/hr	ELECTRIC HEAT RATING:	5.35 kWh	STEAM HEAT RATING:	N/A
OAKS ITEM ID NUMBER:		39789	39843	39844	39845
		ANNUAL RENTAL (price per month)	ANNUAL RENTAL 3-5 YEAR TERM (price per month)	PURCHASE PRICE	ANNUAL MAINTENANCE AGREEMENT
BASE UNIT AS LISTED ABOVE:		\$115.00	\$23.00	\$555.36	\$1,350.00
OPTIONS/ACCESSORIES: NONE SUBMITTED, NONE AWARDED					

CAPACITY: (minimum)	75 lbs	MOTOR SIZE: (recommended)	1/3 HP	REGION(S), AWARDED:	ALL: NW, NE, SW, and SE
MANUFACTURER:	MANUFACTURER: ALLIANCE		MODEL NUMBER:	UT075	
CAPACITY:	75 lbs	MOTOR SIZE:	1/2 HP	CYLINDER CAPACITY:	22.4 cu ft
GAS HEAT RATING:	165,000 Btu/hr	ELECTRIC HEAT RATING:	N/A	STEAM HEAT RATING:	N/A
OAKS ITEM ID NUMBER:		39790	39846	39847	39848
		ANNUAL RENTAL (price per month)	ANNUAL RENTAL 3-5 YEAR TERM (price per month)	PURCHASE PRICE	ANNUAL MAINTENANCE AGREEMENT
BASE UNIT AS LISTED ABOVE: \$		\$986.00	\$197.00	\$4,868.00	\$1,350.00
OPTIONS/ACCESSORIES: NONE SUBMITTED, NONE AWARDED					

CAPACITY: (minimum)	120 lbs	MOTOR SIZE: (recommended)	3/4 HP	REGION(S), AWARDED:	ALL: NW, NE, SW, and SE
MANUFACTURER: ALLIANCE		MODEL NUMBER:	UT120		
CAPACITY:	120 lbs	MOTOR SIZE:	1.5 HP	CYLINDER CAPACITY:	36.1 cu ft
GAS HEAT RATING:	270,000 Btu/hr	ELECTRIC HEAT RATING:	N/A	STEAM HEAT RATING:	N/A
OAKS ITEM ID NUMBER:		39791	39849	39850	39851
		ANNUAL RENTAL (price per month)	ANNUAL RENTAL 3-5 YEAR TERM (price per month)	PURCHASE PRICE	ANNUAL MAINTENANCE AGREEMENT
BASE UNIT AS LISTED ABOVE:		\$1,713.00	\$342.00	\$9,261.00	\$1,350.00
OPTIONS/ACCESSORIES: NONE SUBMITTED, NONE AWARDED					

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PRICE SCHEDULE (CONT'D) DRYERS (CONT'D)

CAPACITY: (minimum)	170 lbs	MOTOR SIZE: (recommended)	3 HP	REGION(S), AWARDED:	ALL: NW, NE, SW, and SE
MANUFACTURER: ALLIANCE		MODEL NUMBER:	UT170		
CAPACITY:	170 lbs	MOTOR SIZE:	1.5 HP	CYLINDER CAPACITY:	49.8 cu ft
GAS HEAT RATING:	395,000 Btu/hr	ELECTRIC HEAT RATING:	N/A	STEAM HEAT RATING:	N/A
OAKS ITEM ID NUMBER:		39792	39852	39853	39854
		ANNUAL RENTAL (price per month)	ANNUAL RENTAL 3-5 YEAR TERM (price per month)	PURCHASE PRICE	ANNUAL MAINTENANCE AGREEMENT
BASE UNIT AS LISTED ABOVE:		\$2,356.00	\$471.00	\$12,976.00	\$1,350.00
OPTIONS/ACCESSORIES: NONE SUBMITTED, NONE AWARDED					

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CONTRACTOR INFORMATION

CONTRACTOR AND TERMS



0000089435 CSC Serviceworks, Inc. dba Super Laundry Equipment Corporation 2268 Westbrooke Dr. Columbus, Ohio 43226

CONTRACTOR'S CONTACTS:

Tony Corrice Regional Sales Manager

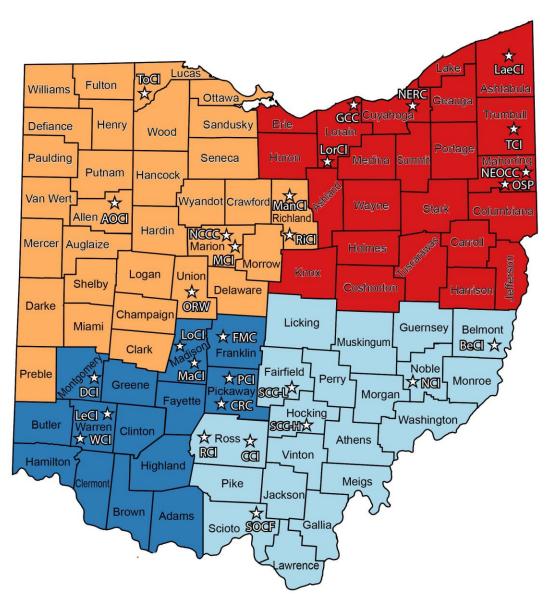
CONTRACT NO.: RS900122

DELIVERY TERMS: 30 Days ARO PAYMENT TERMS: Net 30 Days

Toll Free: (800) 466-1262 Office: (614) 258-5147x51407 Mobile: (614) 980-7577
Customer Service: (844) 272-9675
E-mail: tcorrice@cscsw.com

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ATTACHMENT ONE STATE OF OHIO COUNTY REGIONAL MAP FOR REFERENCED BIDDING REGIONS



REGION KEY

Northwestern – Orange Northeastern – Red Southwestern – Dark Blue Southeastern – Light Blue

ATTACHMENT TWO

ON-PREMISES LAUNDRY EQUIPMENT RENTAL AGREEMENT, CONTRACT NUMBER RS900122

pursu State incorp	ant to the to of Ohio, by porated by	erms of the Contra the Department	ct, between of Administrative Services	s, for the L	(Co essee. The terms of the Ro	the Lessee set forth below intractor), as Lessor, and the ental Agreement are hereby ad billing address of Lessee	
Lesse	ee name an	d billing address:					
		·					
		-					
		-					
	mencement greement.	date of this Renta	al Agreement shall be the	date of ac	ceptance/effective date as	recorded on page two (2) of	
	ription of the Contract R		roperty subject to this Rer	ntal Agreen	nent is set forth below and	has been acquired pursuant	
Item No.	Quantity	Product Model Number		Desci	ription	Monthly Rental Rate	
1						\$	
2						\$	
3						\$	
4						\$	
5						\$	
6						\$	
7						\$	
8						\$	
9						\$	
10						\$	
					Total Monthly Rental	Amount \$	
Term		months	Start date:		End date:		
Prone	erty Location	n:					
Порс	Bity Location						
						ssee set forth in the Rental	
			o this Rental Agreement a stal Schedule as directed i			of. Lessee agrees that it will	
Lesso	or:			Lessee:			
(Contractor)			(Particip	pating Entity)			
Bv.				Dv.			
(Conf	ractor Repr	resentative Name,	Print)	(Particip	eating Entity Representative	Name, Print)	
Signature:				Signature:			
Title:					Title:		
_				_			

ATTACHMENT TWO (CONT'D)

ON-PREMISES LAUNDRY EQUIPMENT RENTAL AGREEMENT, CONTRACT NUMBER RS900122 (CONT'D)

DOCUMENTATION OF EQUIPMENT DEFECTS OR DEFICIENCIES

<u>Description of defects/deficiencies:</u> Provide a detailed description of any visible defects or deficiencies in/on the equipment as delivered and installed. If none, please note accordingly.

	<i>,</i> 1	0,7		
Lessee:			_	
(Participating Entity) Inspected by:				
(Participating Entity Represe	entative Name, Print)		-	
Title:			-	
Signature:			_	
Date:				
(Date of Acceptance/Effective	/e Date)			

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ATTACHMENT THREE

ON-PREMISES LAUNDRY EQUIPMENT ANNUAL MAINTENANCE AGREEMENT, CONTRACT NUMBER RS900122

Terms partici				ntract, between			
			(Contractor) and the State of Ohio, by the Department Maintenance Agreement are hereby incorporated by reference and made and billing address of the participating entity (complete) are set forth be	e a part hereof. The			
Dortici	inating antit	u nama and hilling	addraga				
Partic	pating entity	y name and billing	address:				
Comm	nencement (date of this Annua	Maintenance Agreement shall be the start date as listed below.				
			•				
		<u>e Property</u> : The p t to the Contract R	roperty subject to this Annual Maintenance Agreement is set forth be \$900122.	elow and has beer			
Item		Product Model		Annual			
No.	Quantity	Number	Description	Maintenance			
1				Cost \$			
2				\$			
3				\$			
4				\$			
5				\$			
6				\$			
7				\$			
8				\$			
9				\$			
10				\$			
			Total Annual Maintenance Cost	\$			
			Total Quarterly Maintenance Cost	\$			
Torm:		months	Start date: End date:				
Term:		months	Start date.				
Prope	rty Location	:					
			that the representations, covenants, and warranties of the Annual Main				
set for	th in the Co	ontract, which are	applicable to this Annual Maintenance Agreement are true and correct	on the date hereof			
the inv		epating entity agree	es that it will pay all amounts due under the Annual Maintenance Agree	ment as directed in			
Contra	actor:		Customer:				
			(Participating Entity)				
D			D				
By:	actor Repre	esentative Name, F	By: Print) (Participating Entity Representative Name	By: (Participating Entity Representative Name, Print)			
		, in the state of					
ı itle: _			Title:				
Date:			Date:				