

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

AMENDMENT FOR CHANGE  
AMENDMENT NO. 7

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED  
COOPERATIVE PURCHASING MEMBERS.

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - UNDERGARMENTS

Attached are pages 2, 3, 4, 9 and 28 through 40 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to make administrative changes to pages 2, 3, 4, 9 and 28 and add supplemental contract Part C, pages 29 through 40 to this contract effective 02/01/12.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Walter Schneider, CPPB  
walter.schneider@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):

0000142092

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

rogerelliott@att.net

CONTRACT DATA LINKS

A copy of this contract can be printed from the State of Ohio Procurement website at [www.procure.ohio.gov](http://www.procure.ohio.gov)

Once at the State Procurement website, use the contract number (SR900510) or the index number (GDC054) to navigate to the document as follows:

Use the Find It Fast feature of the website:

Click #1: From any page on the Web site, click [Find It Fast] on the left navigational bar

Click #2: Specify the type of number (bid/contract number or index number), enter the appropriate number, and click the button labeled - [Find It Fast]

If you have any questions please contact the state of Ohio DAS/GSD Office of Procurement Services at 614-466-5090.

In addition to the Contract, you will also find links to the following Reverse Auction Qualification Summary Bid/Contract related documents:

- (1) The original Reverse Auction Qualification Summary/Bid document including Contract Special Terms and Conditions, Item Specifications and any Bid Addenda.
- (2) The link to the Instructions to Bidders and Contract Terms and Conditions
- (3) A reference link to any Contract Amendments

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\* Added by Amendment # 7 effective 02/01/12.

Category A. Men's, Women's and Youth Tee Shirts, Boxers and Briefs

## Category A. Item 1. Men's Tee Shirts, 100% Preshrunk Cotton, Ring Spun, White

OAKS Item Numbers	Item Description / Size	Manufacturer/Brand /Style Number	Price Per Dozen Like Size
17219 - 17222	Men's Tee Shirts 100% Preshrunk Cotton, White Size S – XL		See Part C, Pages 29 to
17223 - 17225	Men's Tee Shirts 100% Preshrunk Cotton, White Size 2XL– 4XL		40 of this contract *
17226 - 17229	Men's Tee Shirts 100% Preshrunk Cotton, White Size 5XL – 8XL		
17230 - 17231	Men's Tee Shirts 100% Preshrunk Cotton, White Size 9XL – 10XL		

## Category A. Item 2. Men's and Women's 100% Cotton Jersey Active Wear Tee Shirts

OAKS Item Numbers	Item Description / Size	Manufacturer/Brand /Style Number	Price Per Dozen Like Size
17232 – 17235	Men's & Women's 100% Cotton Jersey Active Wear Tee Shirt Size S - XL		See Part C, Pages 29 to
17236 – 17237	Men's & Women's 100% Cotton Jersey Active Wear Tee Shirt Size 2XL – 3XL		40 of this contract *
17238 - 17239	Men's & Women's 100% Cotton Jersey Active Wear Tee Shirt Size 4XL – 5XL		

Two Bright Colors Offered:\_\_\_\_ Two Light Colors Offered:\_\_\_\_ Two Dark Colors Offered: \_\_\_\_

Additional Colors Offered:\_\_\_\_. Additional Sizes Offered: \_\_\_\_

## Category A. Item 3. Youth 100% Cotton Jersey Active Wear Tee Shirts

OAKS Item Number	Item Description / Size	Manufacturer/Brand /Style Number	Price Per Dozen Like Size
17240	Youth 100% Cotton Jersey Active Wear Tee Shirt Size 2 – 20		See Part C, Pages 29 to 40 *

Two Bright Colors Offered:\_\_\_\_ Two Light Colors Offered:\_\_\_\_ Two Dark Colors Offered: \_\_\_\_

Additional Colors Offered:\_\_\_\_

## Category A. Item 4. Men's Briefs 60% Polyester / 40% Cotton, Preshrunk, Knit, Double Crotch, Heavy Duty Institutional Waistband at least 1" in Width, White

OAKS Item Numbers	Item Description / Size	Manufacturer/Brand /Style Number	Price Per Dozen Like Size
17241 - 17244	Men's Briefs 60% Polyester / 40% Cotton, Preshrunk, Knit White, Size S – XL		See Part C, Pages 29 to
17245 - 17246	Men's Briefs 60% Polyester / 40% Cotton, Preshrunk, Knit White, Size 2XL – 3XL		40 of this contract *
17247 - 17250	Men's Briefs 60% Polyester / 40% Cotton, Preshrunk, Knit White, Size 4XL – 7XL		
17251 - 17253	Men's Briefs 60% Polyester / 40% Cotton, Preshrunk, Knit White, Size 8XL – 10XL		

\* Added by Amendment # 7 effective 02/01/12.

## Category A. Item 5. Men's Boxers, 60% Cotton / 40% Polyester Woven, White

OAKS Item Numbers	Item Description / Size	Manufacturer/Brand /Style Number	Price Per Dozen Like Size
17254 - 17257	Men's Boxers 60% Cotton / 40% Polyester Woven, White, Size S – XL		See Part C, Pages 29 to 40 of this contract *
17258 - 17259	Men's Boxers 60% Cotton / 40% Polyester Woven, White, Size 2XL – 3XL		
17260 - 17262	Men's Boxers 60% Cotton / 40% Polyester Woven, White, Size 4XL – 6XL		
17263 - 17266	Men's Boxers 60% Cotton / 40% Polyester Woven White, Size 7XL – 10XL		

## Category A. Item 6. Women's Briefs 60% Cotton / 40% Polyester, White

OAKS Item Numbers	Item Description / Size	Manufacturer/Brand /Style Number	Price Per Dozen Like Size
17267 - 17272	Women's Briefs 60% Cotton / 40% Polyester White Size 5 – 10		See Part C, Pages 29 to 40 of this contract *
17273 - 17276	Women's Briefs 60% Cotton / 40% Polyester White Size 11 - 14		
17277 - 17280	Women's Briefs 60% Cotton / 40% Polyester White Size 15 - 18		

Category B. Men's and Women's Thermals; Sets and Separates: CONTRACTOR: DIRECT RESOURCE, INC. 0000075912.

## Category B. Item 1. Men's Thermals Sets, 65% Cotton / 35% Polyester, 7 Ounce Knit Fabric, Minimum, Natural or White

OAKS Item Numbers	Item Description / Size	Manufacturer/Brand /Style Number	Estimated Annual Usage (Dozen)	Price Per Dozen Like Size
17281 - 17284	Men's Thermals Sets 65% Cotton / 35% Polyester Knit Size S – XL	FMTB1218	225	\$ 52.00
17285 - 17287	Men's Thermals Sets 65% Cotton / 35% Polyester Knit Size 2XL – 4XL	FMTB1218	260	\$ 66.00
17288 - 17291	Men's Thermals Sets 65% Cotton / 35% Polyester Knit Size 5XL – 8XL	FMTB1218	15	\$ 68.00

Color: Natural. Additional Sizes Offered: NONE

## Category B. Item 2. Men's Thermals Tops, 65% Cotton / 35% Polyester, 7 Ounce Knit Fabric, Minimum, Natural or White

OAKS Item Numbers	Item Description / Size	Manufacturer/Brand /Style Number	Estimated Annual Usage (Dozen)	Price Per Dozen Like Size
17292 – 17295	Men's Thermals Tops 65% Cotton / 35% Polyester Knit Size S – XL	FMT1218	125	\$ 26.00
17296 – 17298	Men's Thermals Tops 65% Cotton / 35% Polyester Knit Size 2XL – 4XL	FMT1218	115	\$ 33.00
17299 – 17302	Men's Thermals Tops 65% Cotton / 35% Polyester Knit Size 5XL – 8XL	FMT1218	10	\$ 34.00
17303 – 17306	Men's Thermals Tops 65% Cotton / 35% Polyester Knit Sizes LT – 3XT	FMT1218	45	\$ 38.00

Color: Natural. Additional Sizes Offered: NONE

\* Added by Amendment # 7 effective 02/01/12.

CONTRACTOR INDEX  
Part A

CONTRACTOR AND TERMS:

0000007035  
JNC Supplies, Inc. \*  
P.O. Box 598  
Chester, NY 01918

BID CONTRACT NO.: SR900510-3 (12/01/11) \*

DELIVERY:

TERMS:

REMITTANCE ADDRESS

JNC Supplies, Inc. \*  
P.O. Box 598  
Chester, NY 01918

CONTRACTOR'S CONTACT:

Toll Free:  
Telephone  
FAX:

Email:

CONTRACTOR'S IT/MIS CONTACT:

Toll Free:

OAKS Item Identification Number.: Freight charges on orders less than stated minimum. \*

\* Contract SR900510-3 with contractor JNC Supplies, Inc. was terminated effective 12/01/11. See Section C, pages 30 through 39 of this contract for undergarment items formerly provided by JNC Supplies, Inc.

CONTRACTOR INDEX  
Part B

CONTRACTOR AND TERMS:

BID CONTRACT NO.: SR900510-5 (01/31/13)



000005864  
Pyramid Enterprise Supplies  
32593 Haverhill Dr  
Solon, OH 44139

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

Encouraging Diversity, Growth & Equity (E.D.G.E.)

CONTRACTOR'S CONTACT: Linda Colson

Telephone (440) 248 7008  
FAX: (440) 248 7483

Email: [pyramid44139@yahoo.com](mailto:pyramid44139@yahoo.com)

OAKS Item Identification Number.: 17861; Freight charges as applicable.

CONTRACTOR AND TERMS:

BID CONTRACT NO.: SR900510-6 (01/31/11) \*

0000094234  
Uniforms Manufacturing, Inc. \*  
7575 E. Redfield Rd. #131  
Post Office Box 12716  
Scottsdale, AZ 84267

DELIVERY:

TERMS:

CONTRACTOR'S CONTACT:

Toll Free:  
Telephone:  
FAX:

Email:

\* Contract SR900510-6 with Uniforms Manufacturing, Inc. 0000094234 is terminated effective 01/31/11. Effective 09/01/11 please see Contract RS00903001, GDC052 for Sweatshirts and Sweatpants formerly provided by Uniforms Manufacturing, Inc. on this contract.

# PART C

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

PRIMARY CONTRACT No.: SR900510

## UNDERGARMENTS

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. RS901712 that opened on 12/14/11. Your company has been determined to be the lowest responsive and responsible and has been awarded a Contract for the item(s) listed therein. The bid response, to include the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Supplemental Requirements Contract. As indicated in the Invitation to Bid, any award(s) resulting from this bid will be incorporated into the above referenced Primary Requirements Contract. In the event that any of the terms, conditions or specifications of the Requirements Contract differ, the terms, conditions or specifications of this Supplemental Requirements Contract shall prevail.

This Supplemental Requirements Contract is effective beginning 02/01/12 and will expire on 01/31/13 unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Supplemental Requirements Contract is available to all state agencies, institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, when 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.

Questions regarding this Supplemental Requirements Contract may be directed to:

Walter Schneider, CPPB  
walter.schneider@das.state.oh.us

The signed Supplemental Requirements Contract and Amendment(s) thereto, are available for review at and/or downloading from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Minority Business Enterprise Award in accordance with ORC CH. 125.081

Signed: \_\_\_\_\_  
Robert Blair, Director Date

PART C

SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. SR900510 effective 02/01/12 or upon the date when DAS signs the contract.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within thirty (30) calendar days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply each item's bid price by the estimated annual usage for that item. All items will be totaled to determine the lowest cost responsive and responsible bidder for all items in the bid. Failure to bid all items in this Invitation To Bid may result in the bidder being deemed not responsive.

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

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, 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 must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. 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 either as part of their bid response or within the time specified herein will deem the bidder not responsive.

REFERENCE TO ALTERNATE TERMS: Any reference which may appear on any price list, literature or specification sheet(s), to any terms and conditions such as "F.O.B Shipping Point" or "Prices Subject to Change", will not be part of any contract with the successful bidder and will be disregarded by the state of Ohio.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. 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 will be required to provide the samples within ten (10) 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 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 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.

MINIMUM ORDER: See Article S-10, Minimum Orders – Transportation Charges of the Supplemental Contract Terms and Conditions. The minimum dollar value of any order placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid at any one time to one destination, shall not be less than two hundred (\$200.00) dollars. In accordance with Article S-10, Minimum Orders – Transportation Charges of the Supplemental Contract Terms and Conditions, orders less than the minimum order amount specified will be shipped F.O.B. Prepaid with actual freight charges added to the invoice.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this bid or in any contract awarded pursuant to this bid. The contractor must provide merchandise/service in unit quantity(s) as indicated in the bid/bid response/contract.

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk or via e-mail 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: Walter Schneider. [Walter.schneider@das.state.oh.us](mailto:Walter.schneider@das.state.oh.us)

**FIXED-PRICE WITH ECONOMIC ADJUSTMENT:** The contract prices(s) will remain firm for the first six (6) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

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

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned 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 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 within thirty (30) days following the completion of the reporting period.

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 the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may 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 and forward the check to the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

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 terminate or cancel this Contract.

**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.

**SWEATSHOP FREE:** By the signature affixed to this qualification summary response, Bidder certifies that all facilities used for the production of the supplies or performance of services offered in the bid are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by the Bidder in furnishing the supplies or services described in the bid and awarded to the Bidder. If DAS receives a complaint alleging non-compliance with sweatshop free requirements, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. If allegations are proven to be accurate, the Contractor will be advised by DAS of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

NA	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

STIPULATED WEIGHTS AND BLENDS: Where a weight is referenced, whether on a per square or linear yard of material or per piece or package of an item basis, the weight shall be considered the minimum acceptable weight. Where blends of material are referenced, such as "65/35 Polyester/Cotton" or "88/12 Nylon/Lycra" such blend shall be a reference point. Minor variations from the stated blend will be considered. [A minor variation will generally be within +/- 5% of the stated blend.] If multiple blends are referenced for a product, these shall constitute the minimum and maximum acceptable range, with no variation above or below the range.

EXCEPTIONS: Any exceptions to the specifications in this bid 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 specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the bid response.

## GENERAL SPECIFICATIONS

### I. Scope

These specifications cover the purchase of undergarments as specified below for general purpose use by state agencies, state institutions of higher education and properly registered members of DAS Cooperative Purchasing Program.

### II. Requirements

- A. Each item is to be packaged in accordance with standard industry practices and marked for the individual or ordering agency as specified.
- B. All garments shall be designed to withstand institutional laundry, and shall be deemed "machine washable."
- C. All items shall be stamped or labeled, including care instructions where applicable, indicating size and all other information required by United States labeling laws.
- D. All items shall have loose threads removed and be pressed and shaped as appropriate.
- E. All materials shall be new, first quality, unused, without dirt, and shall not contain flaws or defects which adversely affect appearance, durability and function.
- F. All items found to be defective, improper sizing or not in accordance with specifications, although accepted through oversight or otherwise, shall be replaced, repaired or altered at the expense of the contractor, including all transportation costs.

### III. Category

- A. Men's and Women's Undergarments: T-Shirts, Briefs and Boxers

### IV. Specifications

- 1. Men's T-Shirts, White
  - 1. First Quality
  - 2. 100% Pre Shrunken Ring Spun Cotton or 50/50 Cotton/Polyester
  - 3. Fabric Weight 5.5 to 6.5 Ounces per sq yd
  - 4. Crew Neck, Double Needle Hemmed Sleeve and Bottom, Taped Neck and Shoulder
  - 5. Double Stitched Reinforced Seams
  - 6. Color: White Only
  - 7. Men's Sizes Small through 10XL
  - 8. Pricing: Per Dozen, Like Sizes
- 2. Men's and Women's Active Wear T-Shirts
  - 1. First Quality
  - 2. 100% Pre Shrunken Cotton Jersey
  - 3. Crew Neck, Double Needle Top Stitched Neckline, Taped Neck and Shoulders, Double Stitched Sleeve and Bottom Hem
  - 4. Fabric Weight: 5.4 – 6.0 Ounces per sq yd
  - 5. Colors: Bidders must provide a minimum of two bright, two light and two dark colors, with at least eight colors in total. Specify colors offered on Bid Price Pages
  - 6. Sizes: Adult Extra Small through 5XL plus optional additional sizes as offered

3. Youth Active Wear T-Shirts
  1. First Quality
  2. 100% Pre Shrunk Cotton Jersey
  3. Crew Neck, Double Needle Top Stitched Neckline, Taped Neck and Shoulders, Double Stitched Sleeve and Bottom Hem
  4. Fabric Weight: 5.4 – 6.0 Ounces per sq yd
  5. Colors: Bidders must provide a minimum of two bright, two light and two dark colors, with at least eight colors in total. Specify colors offered on Bid Price Pages.
  6. Sizes: Youth 2 through 20
  7. Pricing: Per Dozen Like Sizes and Colors

4. Men's Briefs, White
  1. First Quality
  2. 50/50 or 60/40 or 65/35 Polyester/Cotton, Pre Shrunk Knit, Knitted Double Crotch, Heavy Duty Institutional Waistband at Least 1" Width
  3. Double Stitched and Reinforced Seams
  4. Color: White Only
  5. Fabric Weight: 5.4 Ounces per sq yd, minimum
  6. Sizes: Small – 10XL as specified
  7. Pricing: Per Dozen in Like Sizes
  8. Must Comfortably Fit Waist Sizes As Follows:

Size / Waist Size	Size / Waist Size	Size / Waist Size	Size / Waist Size
Small – 30" to 32"	Medium – 34" to 36"	Large – 38" to 40"	XLarge – 42" to 44"
2XLarge – 46" to " 48"	3XLarge – 50" to 52"	4XLarge – 54" to 56"	5XLarge – 58 to 60"
6XLarge – 62" to 64"	7XLarge – 66" to 68"	8XLarge – 70" to 72"	9XLarge – 74" to 76"
10XLarge – 78" – 80"			

5. Men's Boxers, White
  1. First Quality
  2. 60/40 or 50/50 Pre Shrunk Woven Cotton/Polyester
  3. Fabric Weight: 3.5 Ounces per sq yd
  4. Construction: Heavy Duty Elastic Waistband With Four Rows of Stitching, Fly Front, 3 Panel Construction, No Center Seams, Double Stitched Seams, Tacked at Stress Points
  5. Pricing: Per Dozen Like Sizes
  6. Sizes: Small through 10XL as Specified below

Size / Waist Size	Size / Waist Size	Size / Waist Size	Size / Waist Size
Small – 30" to 32"	Medium – 34" to 36"	Large – 38" to 40"	XLarge – 42" to 44"
2XLarge – 46" to " 48"	3XLarge – 50" to 52"	4XLarge – 54" to 56"	5XLarge – 58 to 60"
6XLarge – 62" to 64"	7XLarge – 66" to 68"	8XLarge – 70" to 72"	9XLarge – 74" to 76"
10XLarge – 78" – 80"			

6. Women's Briefs, White
  1. First Quality
  2. 60/40 or 50/50 Pre Shrunk Cotton/Polyester Knit
  3. Fabric Weight: 3.5 Ounces per sq yd
  4. Heavy Duty Elastic Leg
  5. Heavy Duty Elastic Waistband, Minimum ¾" Wide
  6. Color: White Only
  7. Sizes 2 – 24
  8. Pricing: Per Dozen Like Sizes

Category A. Men's, Women's and Youth Tee Shirts, Boxers and Briefs – CONTRACTOR: Roger Elliott 0000142092

Item 1. Men's Tee Shirts, 100% Preshrunk Cotton, Ring Spun, White - Master case quantity: Size S thru 2XL – 6 Dozen, Size 3XL thru 10XL - 3 Dozen

OAKS Item #	Item Description / Size	Manufacturer/Brand /Style Number	Price Per Dozen \$USD Like Size
17219 - 17222	Men's Tee Shirts 100% Preshrunk Cotton, White, Size S – XL	Gildan TSWH1S S – XL	\$ 19.20
17223 - 17225	Men's Tee Shirts 100% Preshrunk Cotton, White, Size 2XL– 4XL	Gildan TSWH1S 2XL – 4XL	\$ 32.80
17226 - 17229	Men's Tee Shirts 100% Preshrunk Cotton, White, Size 5XL – 8XL	Bob Barker TSWH1S 5XL – 8XL	\$ 63.40
17230 - 17231	Men's Tee Shirts 100% Preshrunk Cotton, White, Size 9XL – 10XL	Bob Barker TSWH1S 9XL – 10XL	\$ 75.00

Item 2. Men's and Women's 100% Cotton Jersey Active Wear Tee Shirts - Master case quantity: 6 Dozen

OAKS Item #	Item Description / Size	Manufacturer/Brand /Style Number	Price Per Dozen \$ USD Like Size & Color
17232 – 17235	Men's & Women's 100% Cotton Jersey Active Wear Tee Shirt Size XS - XL	Gildan ZG500 (Color) S - XL	\$ 25.85
17236 – 17237	Men's & Women's 100% Cotton Jersey Active Wear Tee Shirt Size 2XL – 3XL	Gildan ZG500 (Color) 2XL – 3XL	\$ 43.80
17238 - 17239	Men's & Women's 100% Cotton Jersey Active Wear Tee Shirt Size 4XL – 5XL	Gildan ZG500 (Color) 4XL – 5XL	\$ 44.80

Two Bright Colors Offered: Royal, Red Two Light Colors Offered: Ash Gray, White Two Dark Colors Offered: Charcoal, Forest Green

Additional Colors Offered: Black, Indigo Blue, Lt. Blue, Pink, Maroon, Navy, Orange

Additional Sizes Offered: None

Item 3. Youth 100% Cotton Jersey Active Wear Tee Shirts - Master case quantity: 6 Dozen

OAKS Item #	Item Description / Size	Manufacturer/Brand /Style Number	Price Per Dozen \$ USD Like Size & Color
17240	Youth 100% Cotton Jersey Active Wear Tee Shirt Size XS – XL	Gildan ZG500B (Color) XS - XL	\$ 24.10

Two Bright Colors Offered: Royal, Red Two Light Colors Offered: Sand, Sport Gray Two Dark Colors Offered: Purple, Navy

Additional Colors Offered: Orange, Maroon, Pink, Lt. Blue, Indigo Blue, Forest Green, White, Ash Gray

Item 4. Men's Briefs 50/50, 60/40 or 65/35 Polyester / Cotton, Preshrunk, Knit, Double Crotch, Heavy Duty Institutional Waistband at least 1" in Width, White

Master case quantity: 10 Dozen

OAKS Item #	Item Description / Size	Manufacturer/Brand /Style Number	Price Per Dozen \$USD Like Size
17241 - 17244	Men's Briefs, Polyester / Cotton, Preshrunk, Knit White, Size S – XL	Bob Barker EBRLS S – XL	\$ 9.20
17245 - 17246	Men's Briefs, Polyester / Cotton, Preshrunk, Knit White, Size 2XL – 3XL	Bob Barker EBRLS 2XL – 3XL	\$ 11.20
17247 - 17250	Men's Briefs, Polyester / Cotton, Preshrunk, Knit White, Size 4XL – 7XL	Bob Barker EBRLS 4XL – 7XL	\$ 13.00
17251 - 17253	Men's Briefs, Polyester / Cotton, Preshrunk, Knit White, Size 8XL – 10XL	Bob Barker EBRLS 8XL – 10XL	\$ 14.68

Item 5. Men's Boxers, 60/40 or 50/50 Cotton / Polyester Woven, White - Master case quantity: 10 Dozen

OAKS Item #	Item Description / Size	Manufacturer/Brand /Style Number	Price Per Dozen \$USD Like Size
17254 - 17257	Men's Boxers, Cotton / Polyester Woven, White, Size S – XL	Bob Barker EBXLSQ S – XL	\$ 14.25
17258 - 17259	Men's Boxers, Cotton / Polyester Woven, White, Size 2XL – 3XL	Bob Barker EBXLSQ 2XL – 3XL	\$ 18.70
17260 - 17262	Men's Boxers, Cotton / Polyester Woven, White, Size 4XL – 6XL	Bob Barker EBXLSQ 4XL – 6XL	\$ 21.80
17263 - 17266	Men's Boxers, Cotton / Polyester Woven, White, Size 7XL – 10XL	Bob Barker EBSLSQ 7XL – 10XL	\$ 28.00

Item 6. Women's Briefs 60/40 or 50/50 Cotton / Polyester Knit, White - Master case quantity: 25 Dozen

OAKS Item #	Item Description / Size	Manufacturer/Brand /Style Number	Price Per Dozen \$USD Like Size
17267 - 17272	Women's Briefs, Cotton / Polyester Knit, White, Size 5 – 10	Bob Barker ELBLS 5 – 10	\$ 8.20
17273 - 17276	Women's Briefs, Cotton / Polyester Knit, White, Size 11 - 14	Bob Barker ELBLS 11 – 14	\$ 9.20
17277 - 17280	Women's Briefs, Cotton / Polyester Knit, White, Size 15 - 18	Bob Barker ELBLS 15 – 18	\$ 11.00

Please complete the following: ITEMS IN THIS BID CONTAIN RECYCLED MATERIALS - Y/N:   N  .  
 IF SO \_\_\_\_\_%. The foregoing will not be a part of the bid evaluation.

CONTRACTOR INDEX  
Part C

CONTRACTOR AND TERMS:

BID CONTRACT NO.: SR900510-7 (01/31/13)



MINORITY BUSINESS ENTERPRISE

0000142092

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

Encouraging Diversity, Growth & Equity (E.D.G.E.)

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Roger Elliott

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

Email: [rogerelliott@att.net](mailto:rogerelliott@att.net)

PLACEMENT OF PURCHASE ORDERS

Purchase orders are to be FAX'ed to:

FAX: (614) 882 2781

OAKS Item Identification Number.: 11441 Freight charges as applicable.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
7	02/01/12	Issued to make administrative changes as indicated to pages 2, 3, 4, 9 and 28 and add supplemental contract Part C, pages 29 through 40 to this contract effective 02/01/12.
6	12/01/11	Issued to terminate the participation of contractor JNC Supplies, Inc.'s contract SR900510-3 for persistent default of the contract terms and conditions per the Contract Standard Terms and Conditions section I.C.1.c.
5	10/24/11	Issued to change the contractor's contact for Contractor Bob Barker Company, Inc. effective 10/24/11.
4	05/16/11	Issued to adjust prices on items in Part B, Category B. on pages 25 through 27 for the account of Contractor Pyramid Enterprise Supplies and to remove Items 5 and 6 from Part B, Category B due to discontinuances. Hereafter state agencies shall procure items 5 and 6 in Part B, Category B in accordance with ORC 125.05
3	04/01/11	Issued to adjust prices on items in Category A. of this contract.
2	01/31/11	Issued to terminate the participation of contractor Uniforms Manufacturing, Inc. vendor number 0000094234 in this contract. Hereafter state agencies shall procure items previously provided by Uniforms Manufacturing, Inc. in accordance with ORC 125.05. And to remove Category B. Item 4. Lined Cotton Duck Coat 12 OZ, 100% Cotton Duck, Colors: Black or Brown; OAKS items 17851, 17852, 17853 and 17854 from the contract. The manufacturer has discontinued production of these items. Hereafter state agencies shall procure these items in accordance with ORC 125.05.
1	05/01/10	Issued to add Part B to this contract effective 05/01/10