

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER RS900013	OPENING DATE (1:00 p.m.) APRIL 25, 2012	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. GDC001	BID NOTICE DATE APRIL 11, 2012	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____Days, Net 30 Days			
PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: INSTITUTIONAL FOOTWEAR TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>07/01/12</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>06/30/15</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency. INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 02/2011, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions . All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void. By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State. Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)		DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____(State) Canada Mexico (Go to B-1)
 Other: (Specify Country)_____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
_____(Item) _____(Country of Origin)
_____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio. 
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

- review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
- complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

AMENDMENTS TO 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: Supplies will be delivered to the participating agency within 15 or 30 days after receipt of order to be determined in accordance with any award made and, in accordance with paragraphs S-8, S-9, and S-10 of the Supplemental Contract Terms and Conditions. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

DELIVERY TERMS: In this Bid, DAS asks bidders to offer prices based upon two different delivery lead time terms per item bid. During the evaluation of this bid and based upon the pricing offered, DAS will select the delivery lead time term to use for evaluation of each item. All bidders who offer prices for an item will be evaluated based upon the same delivery lead time term as all other bidders for that item. DAS may select different delivery lead time terms for different items. Failure to offer a bid for both delivery lead time terms per item may result in the bidder being determined not responsive.

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.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, DAS will multiply the estimated annual usage times the quoted price per item offered for delivery 15 days after receipt of order (ARO) to arrive at a per item total per bidder. A contract will be awarded to the lowest cost responsive and responsible bidder per item.

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

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 seven (7) 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.

MANUFACTURER'S SPECIFICATIONS: Manufacturer's specification sheets should be submitted with the bid for each item/manufacture bid. Specification sheets will be labeled with the name of the manufacturer, the style number, and the item bid. If not provided as part of the bid response, the Bidder must provide said specifications within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. The state acknowledges that it may receive bids from multiple distributors bidding the same manufacturer's products. In such situations, specification sheets/samples may be submitted by manufacturer(s) on behalf of multiple distributors, provided that such specification sheets/samples are accompanied by written documentation, on manufacturer's letterhead, signed by an authorized representative of the manufacturer, listing the named distributor(s) for whom the specification sheets are provided. 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.

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 seven (7) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis 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.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS (CONT'D)

AUTHORIZED DISTRIBUTOR OR MANUFACTURER'S REPRESENTATIVE: Bidders responding to this Bid should be manufacturers, authorized distributors or representatives of manufacturers of the items bid. Bidders may be required to submit proof of the above. If requested, bidders will have seven (7) calendar days to provide proof of the relationship. If requested Bidders shall submit certification attesting that they are the manufacturer or an authorized dealer, distributor or manufacturer's representative of the products being bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized employee of the manufacturer.

REFERENCES TO ALTERNATE TERMS: Any reference, which may appear on any price list or literature, 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(s) and will be disregarded by the state of Ohio.

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

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS (CONT'D)

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.

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 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.

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk or via email in Excel format) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walter Schneider (walter.schneider@das.state.oh.us).

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS (CONT'D)

SWEATSHOP FREE: By the signature affixed to this Bid submission, 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.

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.

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.

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

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

_____	_____
_____	_____
_____	_____

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.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS (CONT'D)

DISCLOSURE OF FULFILLMENT HOUSES:

Fulfillment Houses are defined as follows: A third party that performs outsourced storage, order picking, packing, shipment and/or tracking activities for the Contractor. Bidders seeking to enter into a materials contract shall disclose the following: (use additional sheets if necessary)

If awarded a contract under this Invitation To Bid, do you intend to use Fulfillment Houses as defined above to fulfill your obligations under any ensuing contract? Yes:[] No: []

If you answered yes above, complete the following information.

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

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

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

d) Has this Fulfillment House ever been asked to withdraw from a contract with the state of Ohio, either as a Fulfillment House or as a direct contractor to the State? Yes [] No []

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

The state of Ohio neither approves nor disapproves of any Fulfillment House. The State reserves the right to authorize or fail to authorize the use of any Fulfillment House. Prior removal from a contract or contracts may be cause for disqualification.

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

OHIO SECRETARY OF STATE REGISTRATION: In order to be eligible for award under this Bid, the Bidder must be registered with the Secretary of State of Ohio. If requested by DAS, Bidder(s) shall provide proof of registration with the Ohio Secretary of state within seven (7) calendar days after request. Failure to provide such proof of registration within the period specified may result in your bid being deemed not responsive. Bidders may check their registration status with the Ohio Secretary of State at the following URL: <http://www2.sos.state.oh.us/pls/bsqry/f?p=100:1:2060436345325293>.

Bidders may register with the Ohio Secretary of State at the following
URL:<http://www.sos.state.oh.us/sos/upload/business/filingformsfeeschedule.aspx?page=251#forFor>

GENERAL REQUIREMENTS AND SPECIFICATIONS

I. SCOPE

These requirements and specifications apply to selected footwear items used by state of Ohio agencies. The items in this ITB/Contract are eligible for purchase by all state of Ohio Agencies, State Institutions of Higher Education and properly registered members of the state of Ohio DAS Cooperative Purchasing Program. All specifications listed herein for material, weight, construction, size, and color shall be considered minimum requirements. Failure to bid to the specification may cause your bid to be deemed not responsive.

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 intent and/or requirements of the bid specifications. DAS personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the bidder an unfair advantage. However, exceptions to 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.

Where a weight or measurement is referenced, that weight or measurement shall be considered the minimum acceptable. With the exception of 100%, where percentages are referenced, such shall be a reference point. Minor variations from the stated percentage will be considered. (A minor variation will generally be within +/- 5% of the stated.) If multiple percentages are referenced for a product, these shall constitute the minimum and maximum acceptable range, with no variation above or below the range.

II. REQUIREMENTS

- A. Instructions on measurements and/or applicable sizing or size conversion charts should accompany this bid. This includes conversion charts for unisex sizes or for men's converted to women's sizes or vice-versa. If not submitted with the bid, Bidder(s) will have seven (7) calendar days after notification to provide same. Contract users may request measurement or sizing instructions or size conversion charts at any time during the duration of the contract.
- B. All footwear items offered in response to this bid/contract must meet U.S. Size Standards.
- C. All items shall be new, first quality, unused and without flaws or defects which adversely affect appearance, durability fit and/or function. The Contractor warrants that all items are suitable for the purpose for which they are named and for any intended use the name of the item implies.
- D. Any item found to be defective, improper sized or not in accordance with specifications, although accepted through oversight or otherwise, shall be replaced, repaired or altered at the expense of the contractor, including all transportation costs.
- E. Any order placed pursuant to this contract the delivery of such which contains items which do not conform with the item specifications, which is received through oversight or otherwise, may be rejected at any time. Any item found not compliant with any of the item specifications in this bid/contract will result in the product being refused and returned at the contractor's expense. Items that are refused for non-compliance with specifications will be replaced by the contractor with acceptable items within twenty-one (21) calendar days. All costs associated with replacement of items due to non-compliance with specifications will be at the contractor's expense.
- F. The Contractor warrants all items against defects in either workmanship or materials for the useful life of the item. Items found to be defective in either workmanship or materials will be replaced by the contractor at no charge to the state of Ohio.
- G. Bid prices shall be quoted in units (pairs of footwear) unless otherwise noted in this bid. Bid prices quoted anything other than the stated unit of measure may be deemed not responsive.
- H. The contractor shall advise the ordering facility of the delivery date for over or under size, non-standard color or special order merchandise when acknowledging receipt of the purchase order. If accepted by the ordering agency, this then becomes the due date for delivery of the merchandise. The purchase order will be amended to reflect the due date.

II. REQUIREMENTS (Continued)

- I. Definition of Terms: Where mentioned in the text of the specifications below the terms noted shall be defined as follows and the items offered must pass the following:

Non-Marking – Precision Testing Laboratories PTL 1260 White Card Stock 4.0, White Tile 4.0 (minimum)
Slip Resistant – ASTM F 1677-05; Mark II Quarry - Dry 0.35; Wet 0.32 (minimum)
Abrasion Resistance Index – ASTM D1630-06, NBS Method Minimum Index 60

DAS may require one or more of the above tests at the expense of the bidder during the bid evaluation process. If required during the bid evaluation process, bidder will have seven (7) calendar days to provide test results requested. Or with selected actual samples during the duration of the contract if DAS or the using agency feels there may be a question of compliance with same. If found to be non-compliant such tests will be at the expense of the contractor. If found to be compliant, such expense will be at the expense of the questioning agency.

- J. Items submitted in response to this Invitation To Bid must meet or exceed all specifications listed below. The contractor(s) may substitute alternate items during the life of the contract only with written approval of DAS and the Ohio Department of Rehabilitation and Corrections.
- K. Ordering in master carton increments is not a requirement of this contract however Contract users will endeavor whenever possible to order in master carton increments

III. BID/CONTRACT ITEMS

- A. Men's and Women's Black Leather Velcro Boot
- B. Men's and Women's Leather and Fabric Clear Sole Velcro Athletic Shoe
- C. Men's and Women's Solid Sole Leather Velcro Athletic Shoe
- D. Men's and Women's EVA (Ethyl Vinyl Acetate) Clog-Type Sandal
- E. Men's and Women's V-Strap Thong Type Sandal
- F. Men's and Women's Slip-On Polyvinylchloride (PVC) Inside/Outside Sandal
- G. Men's and Women's Slip-On Lightweight Ethyl Vinyl Acetate (EVA) Inside/Outside Sandal

IV. ITEM SPECIFICATIONS

- A. Men's and Women's Leather Velcro Boot

Cowhide leather upper, (vamp, quarters and tongue) of sufficient thickness and quality as to prevent cracking and/or peeling of the finished surface under normal wear conditions. Polyurethane coated.

Goodyear Welt Construction.

Inside quarter and tongue lining shall be Cambrelle, imitation Cambrelle or other suitable material.

Outside padded collar, top of which is at least 5 3/8" above top of sole.

Leather full loop finger tab on the outside top rear (heel).

Insole shall be Texon or other suitable material of sufficient thickness to support boot comfort and performance.

Outsole: Oil resistant, slip resistant non-marking rubber (see General Specifications).

Sock liner: Fully sewn or cemented Cambrelle/imitation Cambrelle sponge or other suitable material with suitable cushioning for comfortable wear.

Closure: Three leather straps with Velcro hook & loop closure at least 3/4" wide sewn to the outside quarter and reinforced with stitching. Velcro hook and loop shall sewn to the straps, additional gluing is desirable. Three closure slots on the inside quarter reinforced as appropriate. No metal shall be permitted.

No metal shall be used in the construction of the boot.

Thread will be bonded black heavy nylon of suitable strength to permit shoe performance.

All stress bearing seams shall be double or triple stitched minimum of seven stitches per inch.

Stress points at the tongue juncture of the vamp and quarter shall be reinforced with, bar tacks, rivets or other suitable reinforcement.

Pricing: Per Pair

Color: Black

Sizes Widths: Unisex Cross Marked, size 3 (women's) to 15 (men's) in regular and wide required and additional sizes/widths as offered.

IV. ITEM SPECIFICATIONS (Continued)

B. Men's and Women's Leather and Fabric Clear Sole Velcro Athletic Shoe

Upper shall be combination leather and athletic mesh bonded to the outsole with stitching at 2.5 stitches per inch. Tongue shall be athletic mesh covered 1cm foam inside Tricot lined.
Outsole: Clear transparent rubber, non-marking, slip resistant fully stitched to upper (see General Specifications).
Insole: fully cemented 480 Texon with additional arch support, with suitable fabric covering.
Quarters shall be combination Cambrelle, imitation Cambrelle and Tricot lined.
Thread will be bonded black heavy nylon of suitable strength to permit shoe performance.
Closure: Two leather straps with Velcro hook & loop closure at least ¾" wide sewn to the outside quarter of the shoe and reinforced as appropriate. Velcro hook and loop shall sewn to the straps, additional gluing is desirable. Two inside closure slots reinforced with stitching. No metal shall be permitted.
All stress bearing seams shall be double stitched.
Pricing: Per Pair
Color: Black
Sizes and Widths: Men's and Women's cross marked as follows:

D width size 3 – 17; 3.5 – 11.5 half
E width size 5 – 18; 5.5 – 11.5 half
F width size 8 – 17 ; 8.5 – 11.6 half
Additional sizes and widths as offered

C. Men's and Women's Solid Sole Leather Velcro Athletic Shoe

Full leather upper stitched and bonded to the outsole - stitching at least 2 stitches per inch.
Box toe top shall synthetic material and vented.
Tongue shall be foam with leather covered outside and inside lined Cambrelle, imitation Cambrelle, tricot or other suitable material.
Inside quarter lining to be Cambrelle or imitation Cambrelle or other suitable material.
Outsole shall be composite natural rubber/polyvinylchloride compound, non-marking and slip resistant with an abrasion resistance index of at least 60. ASTM D1630-06 NBS Method (see General Specifications).
Insole shall be Texon or other suitable material of sufficient thickness to support shoe performance.
Sock Liner shall contain molded arch support and be fully glued to the insole.
Thread will be bonded black heavy nylon of suitable strength to permit shoe performance.
Closure: Two leather straps with Velcro hook & loop closure at least ¾" wide sewn to the outside quarter of the shoe and reinforced as appropriate. Velcro hook and loop shall sewn to the straps, additional gluing is desirable. Two inside closure slots reinforced with stitching. No metal shall be permitted.
All stress bearing seams shall be double stitched.
Pricing: Per Pair
Color: Black
Sizes and Widths: Men's and Women's cross marked. Sizes 3 – 17 regular and wide required. Additional sizes/widths as offered.

D. Unisex Ethyl Vinyl Acetate (EVA) Clog-type Sandal

Molded one-piece clog-type design constructed of 100% medium-soft ethyl vinyl acetate (EVA) material.
One heel strap shall be fastened to the clog quarters with non-metal rivets.
Insole shall be ridged or serrated.
Outsole shall be slip resistant and non-marking with ridges for traction (see General Specifications).
Upper and lower toe boxes shall contain ventilation holes suitable for the purpose.
Should be anti-fungal and anti-bacterial treated (DAS may ask for manufacturer certification and identification of the method(s) used).
Pricing: Per Pair
Colors: Orange, Navy, Black, additional color(s) as offered
Sizes: Women's 5 – 17, Men's 3 – 15 cross marked. Additional sizes/widths as offered.

IV. ITEM SPECIFICATIONS (Continued)

E. Men's and Women's V-Strap Thong Type Sandal

Polyvinylchloride (PVC) or other suitable material of construction.
Flip Flop, V-Strap Thong-type Design.
Ridged or serrated insole and outsole for slip resistance (ASTM F-1677-05 not required).
Color: Black sole with white insole and black V-strap.
Pricing: Per Dozen Pairs Same Size
Sizes: Alpha or Numeric unisex sizing (bidder to provide conversion Men's to Women's sizes)
Numeric Size: 6 to 15 and/or Alpha Sizes: SM, Med, Large, XLarge, 2XLarge and additional sizes as offered.

F. Men's and Women's Polyvinylchloride (PVC) Slip-On Inside/Outside Sandal

Polyvinylchloride (PVC) material of construction.
Slip-on one piece construction can be worn over socks.
Non-marking (PTL 1260 not required)
Ridged or serrated insole and outsole for slip resistance (ASTM F-1677-05 not required)
Cushioned Sole
Colors: All as offered by Bidder/Contractor
Pricing: Per Pair
Sizes: Men's and Women's Unisex as offered (bidder shall offer a complete range of sizes and shall provide alpha to numeric and men's to women's size and size conversion charts)

G. Men's and Women's Lightweight Ethyl Vinyl Acetate (EVA) Slip-On Inside/Outside Sandal

Ethyl Vinyl Acetate (EVA) material of construction.
Slip-on one piece design can be worn over socks.
Anti-Fungal, anti-bacterial, non-marking (PTL 1260 not required)
Ridged or serrated insole and outsole for slip resistance (ASTM F-1677-05 not required)
Colors: All as offered by Bidder/Contractor
Pricing: Per Pair
Sizes: Men's and Women's Unisex as offered (bidder shall offer a complete range of sizes and shall provide alpha to numeric and men's to women's size and size conversion charts)

BID ITEM PRICE PAGES

Note: Evaluation of this Bid will be based on prices offered for delivery 15 days after receipt of order (ARO). In addition to required prices based upon delivery 15 days ARO, Bidders at their option may offer prices for delivery 30 days ARO. DAS will award based upon the lowest responsive and responsible bidder based on delivery 15 days ARO but may at its option include on a contract award pricing for delivery 30 days ARO (if offered). DAS encourages Bidders to offer pricing for delivery 30 days ARO, however such prices are not required and will not play a role in the evaluation of the bid.

Item A. Men's and Women's Leather Velcro Boot							Dely 15 Days ARO	Dely 30 Days ARO
Bid Item Number	UNSPSC Number	Item Description	Unit of Measure	Est Annual Usage	Brand or Style Name	Item or Style #	Bid Price Per UoM \$ USD	Bid Price Per UoM \$ USD
A.1.	53111600	Men's and Women's Leather Velcro Boot Unisex Sizes as specified Regular and Wide Widths	Pair	12,000				
A.2.	53111600	Men's and Women's Leather Velcro Boot Additional Size(s) and Width(s) Offered - Not Evaluated	Pair	N/A				
BIDDER SHALL INDICATE ADDITIONAL SIZE(S) AND WIDTH(S) OFFERED HERE:								
BIDDER SHALL INDICATE MASTER CARTON CONFIGURATION HERE:								

Item B. Men's and Women's Leather and Fabric Clear Sole Athletic Shoe							Dely 15 Days ARO	Dely 30 Days ARO
Bid Item Number	UNSPSC Number	Item Description	Unit of Measure	Est Annual Usage	Brand or Style Name	Item or Style #	Bid Price Per UoM \$ USD	Bid Price Per UoM \$ USD
B.1.	53111600	Men's and Women's Leather and Fabric Clear Sole Athletic Shoe in Size and Width Combinations Per Specifications	Pair	29,000				
B.2.	53111600	Men's and Women's Leather and Fabric Clear Sole Athletic Shoe in Additional Size(s) and Width(s) as Offered - Not Evaluated	Pair	N/A				
BIDDER SHALL INDICATE ADDITIONAL SIZE(S) AND WIDTH(S) OFFERED HERE:								
BIDDER SHALL INDICATE MASTER CARTON CONFIGURATION HERE:								

BID ITEM PRICE PAGES

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Item C. Men's and Women's Solid Sole Leather Velcro Athletic Shoe							Dely 15 Days ARO	Dely 30 Days ARO
Bid Item Number	UNSPSC Number	Item Description	Unit of Measure	Est Annual Usage	Brand or Style Name	Item or Style #	Bid Price Per UoM \$ USD	Bid Price Per UoM \$ USD
C.1.	53111600	Men's and Women's Solid Sole Leather Velcro Athletic Shoe in Size and Width Combinations Per Specifications	Pair	19,000				
C.2.	53111600	Men's and Women's Solid Sole Leather Velcro Athletic Shoe in Additional Size(s) and Width(s) as Offered - Not Evaluated	Pair	N/A				
BIDDER SHALL INDICATE ADDITIONAL SIZE(S) AND WIDTH(S) OFFERED HERE:								
BIDDER SHALL INDICATE MASTER CARTON CONFIGURATION HERE:								

Item D. Unisex Ethyl Vinyl Acetate (EVA) Clog-Type Sandal							Dely 15 Days ARO	Dely 30 Days ARO
Bid Item Number	UNSPSC Number	Item Description	Unit of Measure	Est Annual Usage	Brand or Style Name	Item or Style #	Bid Price Per UoM \$ USD	Bid Price Per UoM \$ USD
D.1.	53111600	Unisex Ethyl Vinyl Acetate (EVA) Clog-Type Sandal, Colors: Orange, Black, Navy and Size(s) per Specifications	Pair	5,700				
D.2.	53111600	Unisex Ethyl Vinyl Acetate (EVA) Clog-Type Sandal, Size(s) per Specifications, Additional Colors as Offered - Not Evaluated	Pair	N/A				
BIDDER SHALL INDICATE ADDITIONAL COLORS OFFERED HERE:								
BIDDER SHALL INDICATE MASTER CARTON CONFIGURATION HERE:								

BID ITEM PRICE PAGES

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Item E. Men's and Women's V-Strap Thong-Type Sandal							Dely 15 Days ARO	Dely 30 Days ARO
Bid Item Number	UNSPSC Number	Item Description	Unit of Measure	Est Annual Usage	Brand or Style Name	Item or Style #	Bid Price Per UoM \$ USD	Bid Price Per UoM \$ USD
E.1.	53111600	Men's and Women's V-Strap Thong-type Shower Sandal, Color and Sizes as Specified	Dozen Pairs	2,600 *				
E.2.	53111600	Men's and Women's V-Strap Thong-type Shower Sandal, Color as Specified, Additional Sizes Offered - Not Evaluated.	Dozen Pairs	N/A				
BIDDER SHALL INDICATE ADDITIONAL SIZES OFFERED HERE:								
BIDDER SHALL INDICATE MASTER CARTON CONFIGURATION HERE:								

Item F. Men's and Women's Polyvinylchloride (PVC) Slip-On Inside/Outside Sandal							Dely 15 Days ARO	Dely 30 Days ARO
Bid Item Number	UNSPSC Number	Item Description	Unit of Measure	Est Annual Usage	Brand or Style Name	Item or Style #	Bid Price Per UoM \$ USD	Bid Price Per UoM \$ USD
F.1.	53111600	Men's and Women's PVC Slip-On Inside/Outside Sandal, Sizes: Men's and Women's Unisex Sizes as Offered, Colors: as Offered	Pair	400				
BIDDER MUST OFFER A COMPLETE RANGE OF SIZES AND SHALL INDICATE ALL SIZES OFFERED HERE:								
BIDDER SHALL INDICATE ALL COLORS OFFERED HERE:								
BIDDER SHALL INDICATE MASTER CARTON CONFIGURATION HERE:								

* Changed/Updated by Addendum # 1 to this ITB effective April 10, 2012

BID ITEM PRICE PAGES

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Item G. Men's and Women's Lightweight Ethyl Vinyl Acetate (EVA) Slip-On Inside/Outside Sandal							Dely 15 Days ARO	Dely 30 Days ARO
Bid Item Number	UNSPSC Number	Item Description	Unit of Measure	Est Annual Usage	Brand or Style Name	Item or Style #	Bid Price Per UoM \$ USD	Bid Price Per UoM \$ USD
G.1.	53111600	Men's and Women's EVA Slip-On Inside/Outside Sandal, Sizes: Men's and Women's Unisex Sizes as Offered, Colors: as Offered	Pair	400				
BIDDER MUST OFFER A COMPLETE RANGE OF SIZES AND SHALL INDICATE ALL SIZES OFFERED HERE:								
BIDDER SHALL INDICATE ALL COLORS OFFERED HERE:								
BIDDER SHALL INDICATE MASTER CARTON CONFIGURATION HERE:								

BIDDER COST ALLOCATION CATEOGORIES RS900013, GDC001					
As a baseline for evaluation of price adjustment requests for the items in this Bid, Bidders should indicate the percentage of total costs for the following cost elements. The sum of all percentages must equal one hundred percent. Bidders may add additional cost categories as appropriate.					
Cost of Materials	Labor Cost	Utilities	Transportation	Other	Overhead
%	%	%	%	%	%

The above cost allocation categories will not be a part of the Bid evaluation, however failure to complete the above could deem your bid not responsive.

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