

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

REQUIREMENTS CONTRACT: UNDERGARMENTS, THERMALS, SWEAT GARMENTS, SOCKS AND GENERAL PURPOSE CLOTHING

CONTRACT No.:SR900510

EFFECTIVE DATES: 02/01/10 to 01/31/13  
\* Renewal Through 01/31/14

The Department of Administrative Services has accepted Reverse Auction Qualification Summaries submitted in response to Invitation to Bid by Reverse Auction No.SR900510, that opened on 11/16/09 and bid pricing submitted during the Reverse Auction event on 12/18/09. The evaluation of the submission(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 Reverse Auction Qualification Summary and bid pricing, including the Instructions to Bidders for Reverse Auction, Standard Contract Terms & Conditions, Supplemental Contract Terms and Conditions, any bid addenda, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to All State Agencies, 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.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

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

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

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

Partial Minority Business enterprise Award in accordance with ORC CH. 125.81

\*Mutual renewal per amendment # 11 effective 02/01/13.

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

### 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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\* Changed by Amendment # 11 effective 02/01/13.

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 Only

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
17258 - 17259	Men's Boxers 60% Cotton / 40% Polyester Woven, White, Size 2XL – 3XL		40 of this contract
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
17273 - 17276	Women's Briefs 60% Cotton / 40% Polyester White Size 11 - 14		40 of this contract
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	107B&T – Size	225	\$ 54.00
17285 - 17287	Men's Thermals Sets 65% Cotton / 35% Polyester Knit Size 2XL – 4XL	107B&T – Size	260	\$ 70.66 *
17288 - 17291	Men's Thermals Sets 65% Cotton / 35% Polyester Knit Size 5XL – 8XL	107B&T – Size	15	\$ 77.00 *

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	107T – Size	125	\$ 27.00
17296 – 17298	Men's Thermals Tops 65% Cotton / 35% Polyester Knit Size 2XL – 4XL	107T – Size	115	\$ 35.34 *
17299 – 17302	Men's Thermals Tops 65% Cotton / 35% Polyester Knit Size 5XL – 8XL	107T – Size	10	\$ 38.50 *
17303 – 17306	Men's Thermals Tops 65% Cotton / 35% Polyester Knit Sizes LT – 3XT	107T – Size	45	\$ 38.00

Color: Natural. Additional Sizes Offered: NONE

\* Price Adjustment per Amendment # 16 effective 09/30/13.

## Category B. Item 3. Men's Thermals Bottoms, 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
17307 – 17310	Men's Thermals Bottoms 65% Cotton / 35% Polyester Knit Size S – XL	107B – Size	15	\$ 27.00
17311 – 17313	Men's Thermals Bottoms 65% Cotton / 35% Polyester Knit Size 2XL – 4XL	107B – Size	50	\$ 35.34 *
17314 – 17317	Men's Thermals Bottoms 65% Cotton / 35% Polyester Knit Size 5XL – 8XL	107B – Size	10	\$ 38.50 *
17318 - 17323	Men's Thermals Bottoms 65% Cotton / 35% Polyester Knit Size MT – 3XT	107B – Size	10	\$ 38.00

Color: Natural. Additional Sizes Offered: NONE

## Category B. Item 4. Women'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
17324 – 17327	Women's Thermals Sets, 65% Cotton / 35% Polyester Knit Size S – XL	FM-LTB1218	30	\$ 52.00
17328 - 17330	Women's Thermals Sets, 65% Cotton / 35% Polyester Knit Size 2XL – 4XL	FM-LTB1218	10	\$ 66.00
17331 - 17332	Women's Thermals Sets, 65% Cotton / 35% Polyester Knit Size 5XL – 6XL	FM-LTB1218	5	\$ 68.00

Color: Natural

## Category B. Item 5. Women'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
17333 - 17336	Women's Thermals Tops, 65% Cotton / 35% Polyester Knit Size S – XL	FM-LT1218	20	\$ 28.00
17337 - 17339	Women's Thermals Tops, 65% Cotton / 35% Polyester Knit Size 2XL – 4XL	FM-LT1218	10	\$ 35.00
17340 - 17341	Women's Thermals Tops, 65% Cotton / 35% Polyester Knit Size 5XL – 6XL	FM-LT1218	5	\$ 38.00

Color: Natural

## Category B. Item 6. Women's Thermals Bottoms 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
17342 – 17345	Women's Thermals Bottoms, 65% Cotton / 35% Polyester Knit Size S – XL	FM –LB1218	15	\$ 28.00
17346 – 17348	Women's Thermals Bottoms, 65% Cotton / 35% Polyester Knit Size 2XL – 4X	FM –LB1218	5	\$ 35.00
17349 - 17350	Women's Thermals Bottoms, 65% Cotton / 35% Polyester Knit Size 5XL – 6X	FM –LB1218	5	\$ 38.00

Color: Natural

\* Price Adjustment per Amendment # 16 effective 09/30/13.

Category C. Women's Bras CONTRACTOR: BOB BARKER COMPANY, INC., 0000094743

Category C. Item 1. Women's Bras Cotton / Polyester Blend, Min 60% Cotton Stretch Sections Polyester / Spandex, White Only

OAKS Item Numbers	Item Description / Size	Manufacturer/Brand /Style Number	Estimated Annual Usage (Dozen)	Price Per Dozen Like Size
17351 – 17360 25084 – 25091 *	Women's Bra Cotton / Polyester Blend White Size 32 – 36 A Cup Size 32 – 42 B Cup, Size 34 – 48 C Cup	Elsie # Z424 / Size	400	\$ 19.45
17361 - 17370	Women's Bra Cotton / Polyester Blend White Size 34 – 52 D Cup	Elsie # Z424 / Size	300	\$ 20.915
17371 - 17375	Women's Bra Cotton / Polyester Blend White Size 44 – 52 DD Cup	Elsie # Z424 / Size	50	\$24.126

Category C. Item 2. Women's Sport Bras, Cotton / Polyester / Lycra Blend, White Only

OAKS Item Numbers	Item Description / Size	Manufacturer/Brand /Style Number	Estimated Annual Usage (Dozen)	Price Per Dozen Like Size
17376	Women's Sport Bras, White Medium, Fits Sizes 32 - 44	Bob Barker EBASPLS / Size	1500	\$21.72
17377	Women's Sport Bras, White Large, Fits Sizes 46 - 54	Bob Barker EBASPLS / Size	450	\$ 21.72

Category D. Socks CONTRACTOR: BOB BARKER COMPANY, INC., 0000094743

Category D. Item 1. Men's Tube Socks 80% Cotton / 20% Polyester Blend, White Only (Also Fits Women's Larger Sizes)

OAKS Item Numbers	Item Description / Size	Manufacturer/Brand /Style Number	Estimated Annual Usage (Dozen)	Price Per Dozen Like Size
17378	Men's Tube Socks 80% Cotton/20% Polyester White, Fits Sizes 10 - 13	Bob Barker-1700-W	8,500	\$ 4.25
17379	Men's Tube Socks 80% Cotton/20% Polyester White, Fits Sizes 14 - 16	Bob Barker- WTS16	25	\$ 4.255

Category D. Item 2. Crew Socks 80% Cotton / 20% Polyester Blend, White Only

OAKS Item Number	Item Description / Size	Manufacturer/Brand /Style Number	Estimated Annual Usage (Dozen)	Price Per Dozen Like Size
17380	Crew Socks 80% Cotton/20% Polyester White, Fits Sizes 10 - 13	Bob Barker - WC	15,000	\$ 4.25

Category D. Item 3. Sport Sock 80% Cotton / 20% Man Made Fibers, White Only (Suitable For Men and Women)

OAKS Item Number	Item Description / Size	Manufacturer/Brand /Style Number	Estimated Annual Usage (Dozen)	Price Per Dozen Like Size
17381	Sport Sock 80% Cotton/20% Man Made Fibers White, One Size Fits All	Bob Barker - M4595	2,500	\$ 3.891

\* Updated OAKS Item Identification Numbers per amendment #14 effective 07/08/13.

Category D. Item 4. Women's Double Roll Ankle Socks 80% Cotton / 20% Man Made Fibers, White Only

OAKS Item Number	Item Description / Size	Manufacturer/Brand /Style Number	Estimated Annual Usage (Dozen)	Price Per Dozen Like Size
17382	Women's Double Roll Ankle Socks, White Only One Size Fits All	Bob Barker - M4595	600	\$ 3.894

Category D. Item 5. Women's Assorted Colored Low Cut Terry Sport Socks 80% Cotton / 20% Man Made Fibers, Bidders to Indicate Colors Below

OAKS Item Number	Item Description / Size	Manufacturer/Brand /Style Number	Estimated Annual Usage (Dozen)	Price Per Dozen Like Size/Color
17383	Women's Assorted Colored Low Cut Terry Sport Socks, Avail Colors Below	Bob Barker 1300L	1,500	\$ 5.353

Available Colors: Black, Gray, Aqua, Pink, Yellow, Purple

Category G. Raincoat; All Purpose, Hooded, Color: Black CONTRACTOR: BOB BARKER COMPANY, INC., 0000094743

Category G. Item 1. Raincoat: All Purpose, Hooded, Color: Black

OAKS Item Numbers	Item Description / Size	Manufacturer/Brand /Style Number	Estimated Annual Usage (Each)	Price Each
17384 – 17388	Raincoat All Purpose Hooded Size XS – XL	Stormgard – Z9001 CBK-Size	200	\$ 13.45
17389 - 17391	Raincoat All Purpose Hooded Size 2XL – 3XL	Stormgard – Z9001 CBK-Size	300	\$ 13.45
17392 - 17393	Raincoat All Purpose Hooded Size 4XL – 5XL	Stormgard – Z9001 CBK-Size	50	\$ 15.95

Additional Sizes: NONE Tall Sizes Offered: NONE

Category H. Bidder/Contract Awardees' Percentage Discount Off Published Catalog Prices – All Catalog Clothing Items Not Specified Above.

CONTRACTOR: BOB BARKER COMPANY, INC., 0000094743 - 3% - OAKS ITEM IDENTIFICATION NUMBER: 17411

CONTRACTOR: DIRECT RESOURCE, INC. 0000075912 – 6% OAKS ITEM IDENTIFICATION NUMBER: 17412

CONTRACTOR INDEX  
Part A

CONTRACTOR AND TERMS:

0000094743  
Bob Barker Company  
134 North Main  
Post Office Box 429  
Fuquay-Varina, NC 27526

BID CONTRACT NO.: SR900510-1 (01/31/14)

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

REMITTANCE ADDRESS

Bob Barker Company, Inc.  
P.O. Box 934785  
Atlanta, GA 31193-4785

CONTRACTOR'S CONTACT: Elizabeth Wickham \*

Toll Free: (800) 334-9880  
Telephone: (888) 772-0250, ext 2133  
FAX: (800) 322-7537

Email: [elizabethwickham@bobbarker.com](mailto:elizabethwickham@bobbarker.com)

CONTRACTOR'S IT/MIS CONTACT: Marie Patterson

Toll Free: (800) 334-9880

OAKS Item Identification Number.: 17405; Freight charges on orders less than stated minimum.

CONTRACTOR AND TERMS:



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

0000075912  
Direct Resource, Inc.  
2121 Citygate Drive  
Columbus, OH 43219

BID CONTRACT NO.: SR900510-2 (01/31/14)

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

REMITTANCE ADDRESS:

Direct Resource, Inc.  
2121 Citygate Drive  
Columbus, OH 43219

CONTRACTOR'S CONTACT: Alvin Lai

Toll Free: (800) 888-1928  
Telephone: (614) 337-0300  
FAX: (614) 337-1313

Email: [alvin@directresourceinc.com](mailto:alvin@directresourceinc.com)

CONTRACTOR'S MIS CONTACT: Alvin Lai

Toll Free: (800) 888-1928

OAKS Item Identification Number.: 17406; Freight charges on orders less than stated minimum.

\* Changed per amendment # 12 effective 04/12/13.

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.

# PART B

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

## SWEAT GARMENTS, OUTERWEAR AND GENERAL PURPOSE CLOTHING

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. SR901010 that opened on 01/25/10. 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 05/01/10 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  
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>

Signed: \_\_\_\_\_  
Hugh Quill, Director Date

PART B

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. SR900510 effective 05/01/10.

NOTICE: This Invitation to Bid will be conducted by Reverse Auction. Bidders should carefully read Instructions to Bidders for Reverse Auction and Contract Terms and Conditions, through the link on page 1 of this Invitation to Bid prior to proceeding. The Reverse Auction will be held on Wednesday February 17, 2010 beginning at 1:00 PM EST until 1:45 PM EST with extension periods as indicated by bids. Bidders should review Appendix A - THE REVERSE AUCTION BID, QUALIFICATION AND LIVE AUCTION PROCESS to this bid/qualification summary to familiarize themselves with the qualification and Reverse Auction process.

REVERSE AUCTION QUALIFICATION SUMMARY SUBMITTALS: Reverse auction qualification summaries shall be submitted in paper form in a sealed envelope with the bid number clearly marked on the exterior. If the bidder uses an express mail or courier service, the bid number must be clearly marked on the exterior of the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope, with the bid number clearly marked on the inside envelope. DAS must receive the qualification summary no later than 1:00 PM the day the summaries are scheduled for opening. DAS receives summaries during the hours of 8:00 AM through 4:30 PM Monday through Friday, except state observed holidays. DAS does not accept summaries with insufficient postage, collect on delivery, or through electronic means. Summaries must be delivered to the following address: Department of Administrative Services, General Services Division, Office of Procurement Services, ATTN.: Bid Desk, 4200 Surface Road Columbus, OH 43228-1385.

SPECIAL 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.

MANDATORY/REQUIRED SUBMISSIONS: Mandatory submissions must be submitted with the bid/qualification summary response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said required documentation/materials within five (5) business days after notification, to the Office of State Purchasing. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed not responsive and the bid response will be immediately disqualified with no further consideration given for potential awarding of the Contract. For specific submission requirements, Bidders should refer to MANDATORY SUBMISSION - BIDDER QUALIFICATIONS below and the Bid Submission Check List on page 29 for a listing of those mandatory submissions due with the bid response and required submissions that should be submitted with the bid response, but which do not become mandatory until requested by DAS.

MANDATORY SUBMISSIONS - BIDDER QUALIFICATIONS – MUST BE SUBMITTED COMPLETELY AND CORRECTLY WITH THE RAQS RESPONSE/SUBMITTAL: To participate in the Reverse Auction bidders must pre-qualify. In order to be deemed responsive, responsible and qualified to participate in the reverse auction, bidders must provide the following mandatory submissions with their pre-qualification response. Pre-qualification responses are due on January 25, 2010 by 1:00 PM EST. For more information see the Mandatory and Required Submittals Section of the Bid Submission Checklist on page 20 of this Invitation to Bid. Bidders who fail to provide the information completely as required by A. through I. below will be declared not responsive and their Bid will be disqualified with no further consideration for awarding of a contract.

- A. Reverse Auction Qualification Summary (RAQS) Cover Page; Page 1. Shall be completed and signed in BLUE ink.
- B. Required Certification for Bidding, RAQS page 2 with sections A. B. and C. shall be completed in full.
- C. Bidders shall supply letter stating ability to show proof of Workers' Compensation Liability Insurance, and General Liability Insurance per the Contract Terms and Conditions (Rev. 10/01/07), Articles S-12 and S-13. Insurance must meet the minimum requirements, of the state of Ohio, as stated in these paragraphs. See INSURANCE REQUIREMENTS clause on page 11 of this Invitation to Bid / Qualification Summary.

- D. Descriptive literature or manufacturer's specification sheets shall be submitted with the prequalification response for each item/manufacturer bid. Specification sheets must be labeled with the name of the manufacturer, the style or item number and the number of the item bid corresponding to the category and number of the item on the Item Identification Pages 12 through 16 of this RAQS. 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 the manufacturer's letterhead, signed by an authorized representative of the manufacturer, listing the named distributor(s) for whom the specification sheets/samples are provided. Any bidder not appearing on this listing and who have failed to furnish requested specification sheets/samples as required above will be declared not responsive and their bid disqualified for no further consideration for awarding of a contract.
  
- D. Bidders shall complete the Item Identification Information on pages 12 through 16 of this bid and submit them with their pre-qualification response. DO NOT SUPPLY BID PRICING with your pre-qualification summary submittal. Bidders shall indicate on the Item Identification Pages for each item offered in the spaces provided; the 1) Manufacturer Name 2) Brand Name (if applicable) and 3) Item/Style Number for each item bid. Items offered by bidders during pre-qualification will be the same items bid upon during the Reverse Auction and the same products supplied, upon award of any ensuing contract. Once a bidder has indicated and/or quoted a particular manufacturer, brand, item/style number, any subsequent contract will be issued manufacturer and brand specific. No substitutes for brand item/style bid are authorized or will be accepted. Selected items or sizes in this bid are identified as "Not Evaluated" items on the item identification pages 12 through 16. Offering of "Not Evaluated" items is optional however the State urges bidders if possible to offer prices for these "Not Evaluated" items. If offered by a Bidder and that bidder is awarded the category containing the "Not Evaluated" item, the "Not Evaluated" item will become a part of any ensuing contract. Any bidder who fails to complete in full the item identification pages as specified above will be declared not responsive and their bid disqualified with no further consideration for awarding of a contract.
  
- E. Bidders shall complete and submit the DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES on page 4 below of this Invitation to Bid / Qualification Summary. Answer N/A (not applicable) below if this section does not apply.
  
- F. Bidders shall complete and submit with their bid the BIDDER DISCLOSURE STATEMENTS on page 5 of this Invitation to Bid / Qualification Summary.
  
- G. Bidders shall complete and submit the AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST below on page 5 of this Invitation to Bid / Qualification Summary.
  
- H. Bidders shall complete and submit the DISCLOSURE OF FULFILLMENT HOUSES on page 6 of this invitation to Bid / Qualification Summary. Answer N/A (not applicable) below if this section does not apply

Bidders who complete the pre-qualification process and who are deemed to be qualified bidders based upon complete submission of all qualification criteria and specification compliant products as required by this reverse auction qualification summary, will be notified and invited to participate in the Online Reverse Auction Event for the items specified in this reverse auction qualification summary.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Page RA – 10 of 14, Standard Contract Terms and Conditions, Section V, Item Q): Bidders seeking to enter into a supplies contract shall disclose the following:

List names of subcontractors who will be performing work under the Contract. (Use additional sheets if necessary)

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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 section may deem your bid not responsive.

**BIDDER DISCLOSURE STATEMENTS:** The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the Contract, and the best interests of the State. Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A	Has the Bidder and/or subject company had a contract cancelled for default or cause?		
B	Has the Bidder and/or subject company been assessed any penalties including liquidated damages, under any of its existing or past contracts with any organization or governmental entity?		
C	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?		
D	Has trading in the stock of the subject company ever been suspended? Give date and explanation.		
E	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?		
F	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?		
G	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company been convicted of a felony or is currently under indictment on any felony charge?		
H	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company had a finding for recovery action issued by the Ohio Auditor of State for a sum of funds due the state of Ohio?		

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. This form shall be completed and returned as part of the bid response. Failure to complete this page may deem your bid not responsive.

**AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST - Reference: Supplemental Contract Terms & Conditions – Page 10, Article S-13**

Automobile Liability - Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker, or Subcontractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

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 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)

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

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

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

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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

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

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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 qualification summary response, 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.

SWEATSHOP FREE: By the signature affixed to Page 1 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 subcontractors 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.

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 five (5) business 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.

**PRODUCT SAMPLES (Continued):** The State acknowledges that it may receive bids from multiple distributors bidding the same manufacturer's product. In such situations, specification samples may be submitted by manufacturer(s) on behalf of multiple distributors, provided that such specification 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 samples are provided. Any bidder not appearing on this listing and/or bidders failing to furnish requested specification samples, will result in the bidder being deemed non-responsive.

When submitting samples, the outside of shipping carton is to be clearly marked, "samples", with the bid or reverse auction qualification summary number and the opening date. All samples must be tagged to clearly indicate the bid or reverse auction qualification summary number, index number, bid category/item number for which the samples are being submitted. Unmarked samples will not be considered and the bidder will be considered not responsive.

If samples are to be returned bidders must include a self-addressed return mailing label and sufficient postage for said samples. Failure to comply with the foregoing will result in the samples becoming the property of the state of Ohio. After award of a contract the samples of the successful bidder will be retained until the expiration of this contract and the samples will be used as a basis of comparison with actual product delivered under the 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.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". The contract will be awarded to the lowest responsive and responsible bidder by category total. To determine the total price of each category, the state will multiply the estimated annual usage of each item designated in the category by its corresponding unit price and then add these line item totals together. Although there will be separate category awards made, bidders are eligible to receive awards of multiple categories providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within a category. Failure to bid all items within a category will result in the bidder being deemed not responsive for that category. Selected items or sizes in this bid identified as "Not Evaluated" items on the item identification pages 12 through 16. Offering of "Not Evaluated" items is optional however the State urges bidders to offer prices for "Not Evaluated" items. If offered by a Bidder and that bidder is awarded the category containing the "Not Evaluated" item, the "Not Evaluated" item will become a part of any ensuing contract.

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder by product category. Failure to bid all items within a product Category, with the exception of "Not Evaluated" items may deem your bid not responsive.

**DELIVERY AND ACCEPTANCE:** Supplies will be delivered to the participating agency within thirty (30) 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.

**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.

**REFERENCE TO ALTERNATE TERMS:** Any reference which may appear on any Bidder's 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.

**FIXED-PRICE WITH ECONOMIC ADJUSTMENT:** The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

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".

**RETURN GOODS POLICY:** The state will apply the following policy to returned goods throughout the term of the contract. By its signature on the bid, the bidder acknowledges to have read, understood and agrees with the following policy:

- A. Returns generated by contractor error, over shipment, defective merchandise, unacceptable substitution, etc. will be returned to the contractor with no restocking charge to the ordering agency. At the option of the ordering agency, replacement merchandise will be shipped within fourteen (14) days of notification. All freight will be borne by the contractor.
- B. Return of catalog or stock merchandise more than six (6) months after receipt of order will be at the option of the contractor. Restocking charges cannot exceed the contractor's published catalog restocking fee for such returns. The ordering agency will reimburse the contractor for original freight charges, if applicable, and will bear the freight cost for return of the goods.

**ORDER PLACEMENT AND ACCEPTANCE:** The contractor(s) must be capable of receiving orders via FAX, phone, email or U.S. Mail. Purchase orders for any item(s) listed in the contract awarded pursuant to this bid will be placed directly with the successful contractor by the using agency. No order will specify delivery to exceed ninety (90) days beyond the expiration and/or cancellation date of this contract.

**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.

**PARTIAL SHIPMENTS AND PAYMENTS:** State agencies desiring no partial shipments shall inform awarded contractor by letter of their requirements with a copy to Office of State Purchasing, ATTN: Walt Schneider. The awarded contractor will then make necessary changes to accommodate the agency's request. The accounting procedures of the Office Budget and Management, State Accounting Division, allows partial payments of invoices against purchase orders not completed but for which a proper invoice has been received. Agencies should not hold any invoice pending receipt of complete order.

**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.

**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 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 following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:  
Department of Administrative Services  
General Services Division – Term Contract Program  
4200 Surface Road  
Columbus, OH 43228-1395

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

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. 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  
General Services Division, Term Contract Program  
4200 Surface Road  
Columbus, OH 43228-1395

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 AND SERVICE LEVEL REPORTS:** In addition to the Contractor Quarterly Sales Report above, every three (3) months the contractor must submit a report (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. Additionally the selected contractor is required to maintain a 95% or better service level. Service level is defined as a first pass line fill rate. Partial shipments do not constitute a filled line. The contractor shall include a first pass line fill rate with the usage report, referenced. The usage and service level reports shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Contract Index GDC054 Contract Administrator or via email to [walter.schneider@das.state.oh.us](mailto:walter.schneider@das.state.oh.us)

**AUTHORIZED DISTRIBUTOR OR MANUFACTURER CERTIFICATION – REQUIRED DOCUMENTATION:** Bidders responding to this Reverse Auction Qualification Summary must be authorized distributors or manufacturers of the items bid. Bidders may be required to submit proof of the above. If requested, bidders will have five (5) business days to provide proof of the relationship. If requested Bidders shall submit certification attesting that they are the manufacturer or an authorized distributor for the products being bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized employee of the manufacturer

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

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

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

This completed form should be returned as part of the bid response. If a current W-9 is not provided with the bid submission the bidder will have five (5) business days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

**AFFIRMATIVE ACTION PROGRAM VERIFICATION – REQUIRED DOCUMENTATION:** The Ohio Revised Code (ORC) requires all contractors from whom the State or any of its political subdivisions make purchases have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons. An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization. Prior to the award of a contract a prospective vendor must have filed verification with the state of Ohio EOD that the contractor has a written affirmative action program. Verifications may be submitted online at the following URL: <http://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx> For questions or help with filing a verification contact the Affirmative Action/EEO Unit at (614) 466-8380. Prospective vendors should submit proof with their bid that they have an Affirmative Action Program on file with the state of Ohio DAS/EOD. If said information is not provided with the bid submission the bidder will have five (5) business days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

**INSURANCE REQUIREMENTS – REQUIRED DOCUMENTATION:** Bidders should provide with their bid, documentation of the following insurance coverages required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 (refer to the Bid Page One, link to Instructions: Instructions to Bidders for Reverse Auction, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions):

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

If the Bidder does not currently carry the amounts of coverage and/or the required endorsements specified above, the Bidder should provide a letter from their insurance company stating that the Bidder's coverage will be increased to the specified amounts and/or the required endorsements will be added to the policy upon award of the ensuing Contract. The letter from the insurance company should also be submitted with the Bid. If a compliant insurance certificate is not provided with the bid submission the bidder will have five (5) business days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

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

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

These documents shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walt Schneider. ([walter.schneider@das.state.oh.us](mailto:walter.schneider@das.state.oh.us))

**STATE OF OHIO OFFICE OF BUDGET MANAGEMENT ELECTRONIC FUNDS TRANSFER PAYMENTS PROGRAM:** The awarded contractor should consider registering for the state of Ohio, Office of Budget Management's Electronic Funds Transfer Payments program. By registering and participating in this program, contractors reduce costs for both the contractor and state of Ohio and insure that payments for goods or services are transmitted promptly and accurately. To register for this program, go to: <http://ohiosharedservices.ohio.gov/Vendors.aspx?Page=2> and select Authorization Agreement for Direct Deposit of EFT Payments, Form (OBM-1234) download, review, complete, sign and submit it in accordance with the instructions on the form.

## GENERAL SPECIFICATIONS

### I. Scope

These specifications cover the purchase of sweat shirts and sweat pants, outerwear and general purpose clothing 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 other all information required by labeling laws.
- D. All items will have loose threads removed and be pressed and shaped properly.
- E. All materials shall be new, 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. Categories

- A. Sweatshirts and Sweatpants
- B. Jeans, Overalls and Assorted Outerwear Items
- C. Bidder's Published Discount Off Catalog Prices – All Clothing Catalog Items Not Listed – Not Evaluated

### IV. Specifications

- A. Category A: Sweatshirts and Sweatpants
  - 1. Hooded Sweatshirt, Long Sleeve, Zipper Front
    - a. First Quality
    - b. Cotton / Polyester Blend Fleece, Minimum 50% Cotton
    - c. Weight: 7.75 - 9 Oz. Per Square Yard
    - d. Full Zipper Front Closure
    - e. Two Muff Pockets
    - f. Full Cut, Double Ply Hood, Drawstring With Openings Each Side of Hood (Drawstring Must be Removable)
    - g. All Seams Must Be Cover Stitched or Lock Stitched
    - h. Reinforced Cuffs and Waist
    - i. Sizes: S – 5XLarge, additional sizes as offered
    - j. Colors: Gray, Maroon, Navy, Black Plus a Minimum of 5 Additional Deep-Hued Colors
    - k. Pricing: Each

2. Long Sleeve Crew Neck Sweatshirts
  - a. First Quality
  - b. Cotton / Polyester Blend Fleece, Minimum 50% Cotton
  - c. Weight: 7.75 - 9 Oz. Per Square Yard
  - d. Reinforced Crew Collar, Cuffs and Waistband
  - e. All Seams Must Be Cover Stitched or Lock Stitched
  - f. Sizes: S – 5XLarge, additional sizes as offered
  - g. Colors: Gray, Maroon, Navy, Black Plus a Minimum of Five (5) Additional Deep-Hued Colors
  - h. Pricing: Each
  
3. Sweatpants – Drawstring Waist
  - a. First Quality
  - b. Cotton / Polyester Blend Fleece, Minimum 50% Cotton
  - c. Weight: 7.75 - 9 Oz. Per Square Yard
  - d. No Pockets
  - e. Elastic Leg Ends
  - f. Fold Over Waist With Inside Drawstring (Drawstring Must Be Removable)
  - g. Sizes S – 5XLarge, additional sizes as offered
  - h. Colors: Gray, Maroon, Navy, Black Plus a Minimum of Five (5) Additional Deep-Hued Colors
  - i. Pricing: Each
  
4. Sweatpants – Elastic Waist
  - a. First Quality
  - b. Cotton/Polyester Blend Fleece, Minimum 50% Cotton
  - c. Weight: 7.75 - 9 Oz. Per Square Yard
  - d. No Pockets
  - e. Elastic Leg Ends
  - f. Heavy Duty Elastic Waist
  - g. Sizes S – 5XLarge, additional sizes as offered
  - h. Colors: Gray, Maroon, Navy, Black Plus a Minimum of Five (5) Additional Deep-Hued Colors
  - i. Pricing: Each

Category B: Jeans, Overalls and Assorted Outerwear Items

1. Men's Jeans
  - a. First Quality
  - b. 100% Preshrunk Cotton Denim
  - c. Weight 12.0 – 15.0 Oz Per Square Yard
  - d. Regular Fit, Straight Leg
  - e. Five Pocket with 5 – 7 Belt Loops
  - f. Brass Zipper
  - g. Reinforced at All Stress Points With Either Bar Tacks or Rivets
  - h. Must Be Made to Withstand Institutional Laundering
  - i. Sizes: Waist 28" – 56" and Inseam 29" – 36", additional sizes as offered
  - j. Color: Blue
  - k. Pricing: Each
  
2. Ladies Jeans
  - a. First Quality
  - b. 100% Preshrunk Cotton Denim
  - c. Weight 12.0 – 15.0 Oz. Per Square Yard
  - d. Regular Fit, Straight Leg
  - e. Five Pocket With 5-7 Belt Loops
  - f. Brass Zipper
  - g. Reinforced at All Stress Points With Either Bar Tacks or Rivets
  - h. Must Be Made to Withstand Institutional Laundering
  - i. Sizes: 4 – 24, additional sizes as offered
  - j. Color Blue
  - k. Pricing: Each

3. Bib Overalls, Cotton Duck
    - a. First Quality
    - b. Heavy Duty 100% Cotton Duck
    - c. Unlined
    - d. Weight: 12 Oz. Per Square Yard Minimum
    - e. Wind Resistant and Snag Proof
    - f. Triple Stitched Main Seams With Metal Rivets or Bar Tacked at Stress Points
    - g. Hammer Loop(s) and Leg Tool Pocket(s)
    - h. Sizes: Men's Regular and Tall 34 – 60
    - i. Color: Black or Brown
    - j. Pricing: Each
  
  4. Lined Cotton Duck Coat
    - a. First Quality
    - b. 100% Cotton Duck
    - c. Wind Resistant and Snag Proof
    - d. Weight: 12 Oz Per Square Yard Minimum
    - e. Lining: Blanket Lining With Quilted Polyester in Sleeves
    - f. At Least Four Patch Pockets
    - g. Inside Security Pocket Desirable
    - h. Triple Stitched or Reinforced Main Seams
    - i. Brass Snap, Brass Button or Brass Zipper Front
    - j. Sizes: Small – 4XLarge
    - k. Color: Black or Brown
    - l. Pricing: Each
  
  5. Hooded Parka
    - a. First Quality
    - b. 100% Oxford Nylon Shell or Equivalent With Lining Quilted to an 8 Oz. Polyester Fill or Equivalent.
    - c. Weight: Heavy Duty
    - d. Button Storm Front Over a Heavy Duty Zipper
    - e. Lined Hood
    - f. Four (4) Pockets
    - g. Pencil Pocket Desirable
    - h. Drawstring Waist With Inside Knot Wristlets or Other Suitable Drawstring Keeper (Drawstring should be removable)
    - i. Sizes S – 5XLarge, additional sizes as offered
    - j. Color: Navy
    - k. Pricing: Each
  
  6. Lined Windbreaker Jacket
    - a. First Quality
    - b. 100% Nylon Shell or Equivalent
    - c. Lining: Cotton/Man Made Fiber Blend or 100% Cotton
    - d. Cuffed With a Drawstring Bottom (Drawstring should be removable)
    - e. Snap Front or Zippered Closure
    - f. Water Resistant and Machine Washable
    - g. Sizes: S – 5XLarge, additional sizes as offered
    - h. Colors: Royal Blue, Navy, Maroon, Red, Green, Gold, Orange (Bidder May Offer Other Colors)
- C. Category C: Bidder's Percentage Discount Off Published Catalog Prices

Bidder's Percentage Discount Off Published Catalog Prices – All Catalog Items Not Listed Specifically Above. Bidder is invited to provide a percentage discount off published catalog list price for any clothing items in the bidder's catalog not listed specifically in specification categories A. through F. above. This category / item is optional and will not be evaluated but if offered will become a part of the contract for any Bidder awarded one or more of the above categories.

ITEM PRICING PAGE

Category A. Sweatshirts and Sweatpants: CONTRACTOR: UNIFORMS MANUFACTURING, INC.

Category A. Item 1. Hooded Sweatshirt, Long Sleeve, Zipper Front, Colors, Gray, Maroon, Navy, Black, Plus Minimum of 5 Deep-hued Colors

OAKS ITEM ID NUMBER	Item Description / Size	Manufacturer/Brand /Style Number	Price Each
17808 - 17811	Hooded Sweatshirt, Long Sleeve, Zipper Front, Size S – XL		See Contract
17812- 17813	Hooded Sweatshirt, Long Sleeve, Zipper Front, Size 2XL – 3XL		RS00903001
17814 – 17815	Hooded Sweatshirt, Long Sleeve, Zipper Front, Size 4XL – 5XL		GDC052
17816	Hooded Sweatshirt, Long Sleeve, Zipper Front, Additional Sizes – 6XL		

Additional Sizes Offered: 6XL Additional Colors Offered: Forest Green, Ash, Red, Purple, Royal Blue

Category A. Item 2. Long Sleeve Crew Neck Sweatshirts, Colors: Gray, Maroon, Navy, Black, Plus Minimum of 5 Deep-hued Colors

OAKS ITEM ID NUMBER	Item Description / Size	Manufacturer/Brand /Style Number	Price Each
17817 – 17820	Long Sleeve Crew Neck Sweatshirt, Sizes S – XL		See Contract
17821 – 17822	Long Sleeve Crew Neck Sweatshirt, Sizes 2XL – 3XL		RS00903001
17823 – 17824	Long Sleeve Crew Neck Sweatshirt, Sizes 4XL – 5XL		GDC052
17825	Long Sleeve Crew Neck Sweatshirt, Additional Sizes – 6XL		

Additional Sizes Offered: 6XL Additional Colors Offered: Forest Green, Ash, Red, Purple, Royal Blue

Category A. Item 3. Sweatpants – Drawstring Waist, Cotton / Polyester Blend, Minimum 50% Cotton, Colors: Gray, Maroon, Navy, Black, Plus Minimum of 5 Deep-hued Colors

OAKS ITEM ID NUMBER	Item Description / Size	Manufacturer/Brand /Style Number	Price Each
17826 – 17829	Sweatpants Drawstring Waist Cotton/Polyester Blend, Sizes S – XL		See Contract
17830 – 17831	Sweatpants Drawstring Waist Cotton/Polyester Blend, Sizes 2XL – 3XL		RS00903001
17832 – 17833	Sweatpants Drawstring Waist Cotton/Polyester Blend, Sizes 4XL – 5XL		GDC052
17834	Sweatpants Drawstring Waist Cotton/Polyester Blend, Addl Sizes – 6XL		

Additional Sizes Offered: 6XL Additional Colors Offered: Forest Green, Ash, Red, Purple, Royal Blue

ITEM PRICING PAGE

Category A. Item 4. Sweatpants – Elastic Waist, Cotton / Polyester Blend, Minimum 50% Cotton, Colors: Gray, Maroon, Navy, Black, Plus Minimum of 5 Deep-hued Colors

OAKS ITEM ID NUMBER	Item Description / Size	Manufacturer/Brand /Style Number	Price Each
17835 – 17838	Sweatpants, Elastic Waist Cotton/Polyester Blend, Sizes S – XL		See Contract
17839 – 17840	Sweatpants, Elastic Waist Cotton/Polyester Blend, Sizes 2XL – 3XL		RS00903001
17841 – 17842	Sweatpants, Elastic Waist Cotton/Polyester Blend, Sizes 4XL – 5XL		GDC052
17843	Sweatpants, Elastic Waist Cotton/Polyester Blend, Addl Sizes – 6XL		

Additional Sizes Offered: 6XL Additional Colors Offered: Forest Green, Ash, Red, Purple, Royal Blue

Category B. Men’s and Women’s Jeans, Bib Overalls and Assorted Outerwear Items; CONTRACTOR; PYRAMID ENTERPRISE SUPPLIES 0000005864

Category B. Item 1. Men’s Jeans 100% Cotton Denim Preshrunk 12.0 – 15.0 Oz. Sizes 28” – 56”; Length 29” – 36” Required, Color: Blue

OAKS ITEM ID NUMBER	Item Description / Size	Manufacturer/Brand /Style Number	Price Each
17844	Men’s Jeans 100% Cotton Denim Preshrunk, Blue, Size 28” – 42”		Contract Expired
17845	Men’s Jeans 100% Cotton Denim Preshrunk, Blue, Size 44” – 50”		01/31/13 *
17846	Men’s Jeans 100% Cotton Denim Preshrunk, Blue, Size 52” – 56”		

Additional Sizes Offered: None

Category B. Item 2. Ladies Jeans, 100% Cotton Denim Preshrunk, 12.0 – 15.0 Ounce, Sizes 8 – 24, Required Color: Blue

OAKS ITEM ID NUMBER	Item Description / Size	Manufacturer/Brand /Style Number	Price Each
17847	Ladies Jeans 100% Cotton Denim Preshrunk, Blue, Size 8 - 24		Contract Expired 01/31/13 *

Additional Sizes Offered: None

\* Contract expired per amendment # 11 effective 02/01/13. Thereafter State Agencies will utilize direct purchase authority under ORC 125.05 to procure supplies previously on this contract.

ITEM PRICING PAGE

Category B. Item 3. Bib Overalls, Cotton Duck, Unlined, 12 Oz. per Square Yard Minimum, Color: Brown

OAKS ITEM ID NUMBER	Item Description / Size	Manufacturer/Brand /Style Number	Price Each
	Bib Overalls Cotton Duck, Unlined Size Men's Regular 34 – 50	Discontinued *	
	Bib Overalls Cotton Duck, Unlined Size Men's Regular 52 – 60	Discontinued *	
	Bib Overalls Cotton Duck, Unlined Size Men's Tall 34 - 50	Discontinued *	

Color: Brown only

Category B. Item 4. Lined Cotton Duck Coat 12 Oz. 100% Cotton Duck, Colors: Black or Brown

OAKS ITEM ID NUMBER	Item Description / Size	Manufacturer/Brand /Style Number	Price Each
	Lined Cotton Duck Coat 12 Oz. Size Small – XLarge (36 – 48)	Discontinued *	
	Lined Cotton Duck Coat 12 Oz. Size Big 2XLarge (50 – 52)	Discontinued *	
	Lined Cotton Duck Coat 12 Oz. Size Big 3XLarge (54 – 56)	Discontinued *	
	Lined Cotton Duck Coat 12 Oz. Size 4XLarge (58 – 60)	Discontinued *	

Color: Brown and Black

Category B. Item 5. Hooded Parka, Color: Navy

OAKS ITEM ID NUMBER	Item Description / Size	Manufacturer/Brand /Style Number	Price Each
	Hooded Parka Size S - XL	Discontinued *	
	Hooded Parka Size 2XL – 3XL	Discontinued *	

Additional Sizes Offered: None

\* Item has been discontinued. State agencies shall procure these items in accordance with ORC 125.05.

ITEM PRICING PAGE

Category B. Item 6. Lined Windbreaker Jacket, 100% Nylon Shell, Colors: Royal Blue, Navy, Maroon, Red, Green, Black

OAKS ITEM ID NUMBER	Item Description / Size	Manufacturer/Brand /Style Number	Price Each
17857	Lined Windbreaker Jacket Size S – XL	Discontinued **	
17858	Lined Windbreaker Jacket Size 2XL – 4XL	Discontinued **	
17859	Lined Windbreaker Jacket Size 5XL – 6XL	Discontinued **	

Category C. Bidder's Percentage Discount Off Published Catalog Prices – All Catalog Clothing Items Not Listed Above

CONTRACTOR: UNIFORMS MANUFACTURING, INC. \*

\*Award terminated effective 01/31/11. Hereafter state agencies shall procure these items in accordance with ORC 125.05.

\*\* Item has been discontinued. State agencies shall procure these items in accordance with ORC 125.05.

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:

TERMS:

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

CONTRACTOR'S CONTACT: Linda Colson

Telephone  
FAX:

Email:

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.

\*\* Contract SR900510-5 with Pyramid Enterprise Supplies 000005864 is not renewed after 01/31/13. Thereafter State Agencies will utilize direct purchase authority under ORC 125.05 to procure supplies previously 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 to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

**COOPERATIVE PURCHASING CONTRACT:** This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

**CONTRACTOR QUARTERLY SALES REPORT:** The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the 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 subcontractors 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

### III. 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.

### IV. 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.
- G. 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	\$ 9.64 *
17245 - 17246	Men's Briefs, Polyester / Cotton, Preshrunk, Knit White, Size 2XL – 3XL	Bob Barker EBRLS 2XL – 3XL	\$ 11.73 *
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 – 17279	Women's Briefs, Cotton / Polyester Knit, White, Size 15 – 16 **	Bob Barker ELBLS 15 – 16 **	\$ 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.

\* Price Increase per amendment #13 effective 06/28/13.

\*\* Women's Briefs Cotton/Polyester Knit, White Size 18 discontinued by the manufacturer & no longer available effective 08/16/13.

CONTRACTOR INDEX  
Part C

CONTRACTOR AND TERMS:

BID CONTRACT NO.: SR900510-7 (01/31/14) \*



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.

\* Mutually renewed by amendment # 11 effective 02/01/13.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
16	09/30/13	This amendment is issued to adjust prices on selected men's thermal items for the account of Contractor Direct Resource, Inc. effective September 30, 2013.
15	08/16/13	This amendment is issued to notify contract users that OAKS item 17280, Women's Briefs, Cotton/Polyester White item Bob Barker ELBLS-18 has been discontinued by the manufacturer and is no longer available effective 08/16/13.
14	07/08/13	This amendment is issued correct OAKS Item Identification Numbers for Category C., Item 1. Women's Bras sizes 34 to 48 C, effective 07/08/13.
13	06/28/13	This amendment is issued to increase prices subject to Contractor request on Men's Briefs, OAKS items 17241 through 17246 on page 38 of this contract by approximately 5% effective June 28, 2013.
12	04/13/12	Issued to change the Contractor's Contact for Bob Barker Company, Inc.
11	02/01/13	Issued to renew Parts A and C of this contract by mutual agreement of the parties through 01/31/14. Part B of the contract will be allowed to expire on 01/31/13. Thereafter State Agencies will utilize direct purchase authority under ORC125.05 to procure supplies previously on Part B.
10	03/07/12	Issued to adjust prices on Men's Thermals Sets, Tops and Bottoms on Pages 4 and 5 of the contract effective 03/07/12.
9	02/27/12	Issued to correct the Manufacturer/Brand/Style Number for OAKS item 17379 on page 6 of the contract per advice from the Contractor.
8	02/06/12	Issued to change manufacturer brand item and style number for men's thermals sets, tops and bottoms pursuant to contractor request and sample evaluation and approval by DAS Office of Procurement Services and to indicate discontinuance of Category B. Item 3. Unlined cotton duck bib overalls on page 26 of the contract.
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