

INVITATION TO BID

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

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER RS901814	OPENING DATE (1:00 p.m.) DECEMBER 11, 2013	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. GDC054	BID NOTICE DATE 11/25/2013	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: T-SHIRTS, THERMALS SOCKS AND RAINWEAR			
TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>02/01/14</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>01/31/17</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.			
INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 09/2012, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions . All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.			
Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)		DATE

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

REQUIRED CERTIFICATION FOR BIDDING

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

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

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

_____ (Item) _____ (Country) of
Origin)

_____ (Item) _____ (Country) of
Origin)

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

B. OHIO PREFERENCE (BUY OHIO):



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

C. E.D.G.E. DESIGNATION

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

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

CONTRACT SPECIAL TERMS AND CONDITIONS

This is an add-on bid which will become part of Contract RS900514.

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.

BIDDER REQUIREMENTS: Bidder shall read this Bid carefully in its entirety and shall obtain an complete understanding of the Terms and Conditions for Bidding and Instructions to Bidders, The Standard Contract Terms and Conditions and Supplemental Contract Terms and Conditions all of which are available through the link on the first page of this Bid. Additionally carefully read and understand all provisions of the Special Contract Terms and Conditions and Bid Specifications on Bid pages 3 through 10 below and the Required Certification for Bidding on page #2. These resources contain conditions and specifications which require Bidder compliance vital to this Bid and any ensuing Contract. Failure to comply with or falsification of any of the certifications contained therein shall result disqualification from further consideration of your Bid or in the case of an awarded contract, suspension or termination for cause.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within twenty-one (21) 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.

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

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the “Instructions to Bidders”. In addition, the state will multiply the estimated annual usage for each item by the bid prices submitted and then total all individual items by Category to arrive at the lowest responsive and responsible cost by Category.

CONTRACT AWARD: The contract will be awarded to the lowest cost responsive and responsible Ohio Certified Minority Business Enterprise Bidder by Category of product. Failure to bid all items in a Category may result in the bidder being deemed not responsive for that Category and disqualified for any consideration of award for the Category.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within seven (7) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

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.

CONTRACT SPECIAL TERMS AND CONDITIONS (continued)

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to 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 suspend, terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio 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 suspend, terminate or cancel this Contract.

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.

CONTRACT SPECIAL TERMS AND CONDITIONS (continued)

SEMI-ANNUAL USAGE REPORTS: Every six months during the term of the contract for the periods January through June and July through December the contractor must submit a report (written or on disk or via eMail in Excel format) indicating sales generated by this contract. Reports are due within 30 days of the end of the reporting period. The report shall list usage by customer, by line item, showing the quantities and dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walt Schneider, CPPB at walter.schneider@das.ohio.gov.

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".

SWEATSHOP FREE: By the signature affixed to this Invitation To Bid, 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/Offeror in furnishing the supplies or services described in the bid and awarded to the Bidder. If DAS receives a complaint alleging non-compliance with sweatshop free requirements, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. If allegations are proven to be accurate, the Contractor will be advised by DAS of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

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.

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.

BIDDER DELIVERY LEAD TIME CERTIFICATION: By signature on page #1 of this Bid, Bidder certifies that if awarded a contract pursuant to this bid, delivery of supplies ordered under this Bid/Contract shall occur within twenty-one (21) calendar days after the Bidder/Contractor's receipt of order (ARO) in accordance with the DELIVERY AND ACCEPTANCE clause on page #3 of this contract. If for any circumstance an order under this contract cannot be delivered as specified above Bidder/Contractor shall contact the ordering agency, advise of such and provide projected delivery date and subsequent order / shipment tracking information. Failure to comply with this shall be deemed a contract default.

CONTRACT SPECIAL TERMS AND CONDITIONS (continued)

Bid Automobile Liability Checklist:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF FULFILLMENT HOUSES:

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

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

If you answered yes above, complete the following information.

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

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

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

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

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

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

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

CONTRACT SPECIAL TERMS AND CONDITIONS (continued)

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.

_____	_____
_____	_____
_____	_____

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.

AUTHORIZED DISTRIBUTOR / MANUFACTURER'S REPRESENTATIVE: Bidders offering supplies pursuant to this Invitation To Bid must be authorized distributors or manufacturer's representatives of the supplies offered. If requested, by DAS Bidder must provide proof of same within seven (7) calendar days after DAS' request. Acceptable proof shall be in the form of a letter on the supplier or manufacturer's letterhead signed by a duly authorized representative of the supplier or manufacturer.

ALTERNATE BRANDS / SUBSTITUTION IF ITEMS: During the term of any ensuing contract, the awarded contractor(s) may have a need to provide alternate Manufacturer Brand/Style/Items other than those specifically originally bid. Prior to the provision of any alternate however, the contractor shall notify and obtain permission of the state of Ohio DAS Office of Procurement Services contract contact indicated on page one of the Contract. DAS may require samples of the alternate or substitute item(s) prior to the approval of any alternate or substitute item(s). Failure to comply shall be considered an instance of contract default and may result in contract suspension or termination.

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 "50/50 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 +/- 10% 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 or terms and conditions 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 and specifications. DAS Procurement Management will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification or term and condition 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 that would necessitate rejection of the bid response.

BID SPECIFICATIONS

I. Scope

These specifications cover the purchase of T-Shirts, Thermals, Socks and Rainwear 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 shall be packaged in accordance with standard industry practices and marked for the individual or ordering agency as ordered or specified on the purchase document(s).
- B. All garments shall be designed to withstand institutional laundering and shall be deemed "machine washable."
- C. All garments shall be "pre-shrunk" as appropriate. Residual Shrinkage shall not exceed 3%.
- D. All items shall be labeled, including care instructions where applicable, indicating size and all other information required by labeling laws.
- E. All items will have loose threads removed and be pressed and shaped properly.
- F. All materials shall be FIRST QUALITY, new, unused, without dirt, and shall be free of any flaws.
- G. Seconds, Irregulars or other sub-standard merchandise shall not be provided under this contract. Any such merchandise received will categorically rejected. Contractor(s) providing such merchandise shall be considered in default of this contract and the contract will be suspended or terminated as a result.
- H. All items found to be defective, improperly sized or not in accordance with specifications, although accepted through oversight or otherwise, shall be replaced, repaired or altered at the expense of the contractor, including all transportation costs.
- I. Bidders must offer all colors specified.
- J. Weights and Blends: See the "Stipulated Weights and Blends" Clause on page 7 of this Bid/Contract.

III. Item Categories

- Category IA. T-SHIRTS
- Category IIA. SOCKS
- Category IIIA THERMALS
- Category IVA. RAINWEAR

IV. Item Specifications

A. Category IA. T-SHIRTS

- 1. Men's T-Shirts
 - a. 100% Pre-Shrunk Cotton, Ring Spun
 - b. Crew Neck, Double Needle Hemmed Sleeve and Bottom, Taped Neck & Shoulders
 - c. Double Stitched, Reinforced Seams
 - d. Fabric Weight: 5.4 Ounces per Square Yard, Minimum
 - e. Color: White Only
 - f. Sizes: Men's Small through 5XL
 - g. Pricing: Per Dozen, Like Size

2. Men's Active Wear T-Shirts
 - a. 100% Pre-Shrunk Cotton Jersey
 - b. Crew Neck, Double Needle Hemmed Sleeve and Bottom, Taped Neck & Shoulders
 - c. Double Stitched, Reinforced Seams
 - d. Fabric Weight: 5.4 Ounces per Square Yard, Minimum
 - e. Required Colors: White, Gray, Navy Blue, Light Blue, Charcoal, Forest Green, Black, Maroon, Orange, Pink, Indigo Blue, Red, plus additional colors as offered
 - f. Sizes: Men's Small through 5XL .
 - g. Pricing: Per Dozen, Like Size and Color

B. Category IIA. Socks

1. Tube Socks (Fits Women's Larger Sizes)
 - a. 80% Cotton / 20% Polyester Blend
 - b. 10" to 21" in Length
 - c. Rib Length – 5 7/8" minimum
 - d. Width of Foot at Base – 3 7/8" minimum
 - e. 1/2" Welt Top
 - f. Weight Per Dozen – 25 Ounces minimum
 - g. Reciprocated Heel and Toe
 - h. One Size Fits All Sizes 10 – 13
 - i. Color: White Only
 - j. Pricing: Per Dozen
2. Crew Socks
 - a. 80% Cotton / 20% Polyester Blend
 - b. Rib Length 4 7/8" minimum
 - c. Foot Length Heel to Toe – 9 3/8" minimum
 - d. Width of Foot at Base – 3 7/8" minimum
 - e. 1/2" Welt Top
 - f. Weight Per Dozen – 23 Ounces minimum
 - g. Reciprocated Heel and Toe
 - h. One Size Fits All Sizes 10 – 13
 - i. Color: White Only
 - j. Pricing: Per Dozen
3. Sport Socks (Suitable for Men and Women)
 - a. Low Cut Terry Sport Socks
 - b. 80% Cotton / 20% Man Made Fiber(s)
 - c. Overall Length 13 3/8" minimum
 - d. Rib length 1 7/8" minimum
 - e. Reciprocated Heel and Toe
 - f. Weight Per Dozen – 18 Ounces minimum
 - g. Color: White Only
 - h. Size: One Size Fits all
 - i. Pricing: Per Dozen
4. Women's Double Roll Ankle Sock
 - a. 80% Cotton / 20% Man Made Fiber(s)
 - b. 2 1/2" Cuff minimum
 - c. Reciprocated Heel and Toe
 - d. Weight Per Dozen: 18 Ounces minimum
 - e. Color: White Only
 - f. Size: One Size Fits All
 - g. Pricing: Per Dozen

BID SPECIFICATIONS (continued)

C. Category IIIA. Thermals

1. Thermal Tops (Unisex) Long Sleeve
 - a. Fabric: 60% Cotton / 40% Polyester Waffle Weave Thermal Knit
 - b. Fabric Weight: 4.4 Ounces Per Sq. Yd. minimum
 - c. Pre-Shrunk, Machine Washable
 - d. Rib Knit Cuffs and Crew Neck
 - e. Double Needle or Equivalent Hem and Seams
 - f. Color: Natural
 - g. Sizes: Regular, Small through 8XLarge,
 - h. Pricing: Per Dozen, Like Size
2. Thermal Bottoms (Drawers) (Unisex)
 - a. Fabric: 60% Cotton / 40% Polyester Waffle Weave Thermal Knit
 - b. Fabric Weight: 4.4 Ounces Per Sq. Yd. minimum
 - c. Pre-Shrunk, Machine Washable
 - d. Ankle Length with Rib Knit Cuffs
 - e. Heavy Duty Elastic Waistband
 - f. Double Needle or Equivalent Hem and Seams
 - g. Color: Natural
 - h. Sizes: Regular, Small through 8XLarge
 - i. Pricing: Per Dozen, Like Sizes

D. Category IVA. Rainwear

1. Raincoat, All Purpose, Hooded
 - a. Urethane Coated 200 Denier Nylon Woven Construction
 - b. Flame resistant
 - c. Fabric Weight; 4.4 Oz minimum
 - d. Length: Full, Commensurate with Size, at least 48" Long
 - e. Raglan Sleeves
 - f. Storm Flap Front
 - g. Zip or Snap Closure
 - h. Slash Through Pockets
 - i. Ventilated
 - j. Hood: May be Attached or Detachable with Drawstring (drawstring must be removable)
 - k. Full Cut
 - l. All Hardware must be non-conductive, non-corrosive, rust-proof, spark-proof and made of high impact nylon or plastic equivalent
 - m. Sizes: XS – 5XLarge, Regular and XL – 2XLTall Sizes (plus any additional sizes offered)
 - n. Color: Black
 - o. Pricing: Each

BIDDING INSTRUCTIONS: The following pages 11 through 13 are Bid Price Pages for this Bid. Bidders shall follow the guidelines below for bidding.

1. All bids shall be in U.S. Dollars (\$USD).
2. All bids shall be in the Unit of Measure (UoM) specified for individual items on the Bid Price Page(s).
3. Bidders shall not enter bids with more than three spaces behind the decimal point. DAS will drop all digits more than three spaces behind the decimal point.
4. Contract award(s) will be made by CATEGORY to the lowest responsive and responsible Certified Ohio Minority Business Enterprise Bidder for each CATEGORY. Failure to offer bids for all items in a Category may result in the Bidder being determined not responsive and result in disqualification from consideration for award of that Category.

Bidders are requested to complete the following:

ITEMS IN THIS BID CONTAIN RECYCLED MATERIALS (Y/N) _____. IF SO _____%.

The foregoing will not be a part of the bid specification.

BID PRICES

CATEGORY IA. T-SHIRTS

Item 1. Men's T-Shirts

Category IA. Item 1. Men's T-Shirts - Preshrunk 100% Cotton Ring Spun White							
Bid Item Number	UNSPSC Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg Item#	Price per UoM (\$USD)
II.1.a	53103001	T-Shirts, White, Size SM - XL	Doz	4500			
II.1.b.	53103001	T-Shirts, White, Size 2XL - 3XL	Doz	8500			
II.1.c.	53103001	T-Shirts, White, Size 4XL - 5XL	Doz	950			

Item 2. Men's T-Shirts Cotton Jersey Active Wear (Colors)

Category IA. Item 2. Men's T-Shirts - 100% Cotton Jersey Active Wear (Colors)							
Bid Item Number	UNSPSC Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg Item#	Price per UoM (\$USD)
II.2.a.	53103000	T-Shirt Active Wear Cotton Jersey SM - XL	Doz	450			
II.2.b	53103000	T-Shirt Active Wear Cotton Jersey 2XL-3XL	Doz	800			
II.2.c.	53103000	T-Shirt Active Wear Cotton Jersey 4XL-5XL	Doz	100			
Is The Bidder Offering All Colors Required By The Bid Specifications? Yes: _____ No: _____							
Bidder Shall Indicate Additional Colors Offered (not evaluated):							

CATEGORY IIA. SOCKS

Item 1. Tube Socks

Category IIA. Item 1. Tube Socks 80% Cotton / 20% Polyester, White							
Bid Item Number	UNSPSC Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg Item#	Price per UoM (\$USD)
IA.1.a	53102303	Tube Socks, White, Sizes 10 - 13	Doz	5000			
IA.1.b	53102303	Tube Socks, White, Sizes 14 - 16	Doz	100			

BID PRICES

CATEGORY IIA. SOCKS (Continued)

Item 2. Crew Socks

Category IIA. Item 2. Crew Socks 80% Cotton / 20% Polyester, White							
Bid Item Number	UNSPSC Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg Item#	Price per UoM (\$USD)
IA.2.a.	53102303	Crew Socks, White, Sizes 10 - 13	Doz	12200			

Item 3. Sport Socks

Category IIA. Item 3. Sport Socks, 80% Cotton / 20% Polyester or Man Made fiber, White							
Bid Item Number	UNSPSC Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg Item#	Price per UoM (\$USD)
IA.3.a.	53102303	Sport Sock, White, One Size Fits All	Doz	150			

Item 4. Women's Double Roll Ankle Socks

Category IIA. Item 4. Women's Double Roll Ankle Socks, White							
Bid Item Number	UNSPSC Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg Item#	Price per UoM (\$USD)
IA.4.a.	53102303	Women's Double Roll Ankle Sock White, One Size fits All	Doz	600			

CATEGORY III. THERMALS

Item 1. Thermal Tops (Unisex)

Category III. Item 1. Thermal Tops, Unisex, Color: Natural							
Bid Item Number	UNSPSC Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg Item#	Price per UoM (\$USD)
IIA.1.a.	53102300	Thermal Tops, Unisex, Color: Natural SM-XL	Doz	50			
IIA.1.b.	53102300	Thermal Tops, Unisex, Color: Natural 2XL - 4XL	Doz	120			
IIA.1.c.	53102300	Thermal Tops, Unisex, Color: Natural 5XL - 8XL	Doz	130			

BID PRICES

CATEGORY III. THERMALS (Continued)

Item 2. Thermal Bottoms (Unisex)

Category III. Item 2. Thermal Bottoms, Unisex, Color: Natural							
Bid Item Number	UNSPSC Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg Item#	Price per UoM (\$USD)
IIA.1.a.	53102300	Thermal Bottoms, Unisex, Color: Natural SM-XL	Doz	50			
IIA.1.b.	53102300	Thermal Bottoms, Unisex, Color: Natural 2XL-4XL	Doz	140			
IIA.1.c.	53102300	Thermal Bottoms, Unisex, Color: Natural 5XL-8XL	Doz	150			

CATEGORY IVA. RAINWEAR

Item 1. Raincoat, All Purpose, Hooded

Category IVA. Raincoat, All Purpose, Hooded, Color: Black							
Bid Item Number	UNSPSC Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg Item#	Price per UoM (\$USD)
IIIA.1.a	46181543	Raincoat , Hooded, Black Size Reg XS - XL	Ea.	60			
IIIA.1.b.	46181543	Raincoat , Hooded, Black Size Reg 2XL - 3XL	Ea.	100			
IIIA.1.c.	46181543	Raincoat , Hooded, Black Size Reg 4XL - 5XL	Ea.	35			
IIIA.1.d	46181543	Raincoat, Hooded, Black Size Tall XL – 3XL	Ea.	10			
IIIA.1.e.	46181543	Raincoat , Hooded, Black, Addl Sizes (see below)	Ea.	Not Eval			
IIIA.1.f.	46181543	Raincoat, Hooded, Black, Addl Tall Sizes (see below)	Ea.	Not Eval			
Additional Sizes (regular) Offered: _____							
Additional Tall Sizes Offered: _____							

