

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 RS900021	OPENING DATE (1:00 p.m.) June 15, 2020	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. GDC001	BID NOTICE DATE May 22, 2020	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 CH125.081			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:			
INSTITUTIONAL FOOTWEAR			
<u>TERM OF CONTRACT:</u> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>07/01/20</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>06/30/23</u> unless DAS terminates the Contract based upon reasons set forth in 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 agency.			
<u>CONTRACT RENEWAL:</u> This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed <u>twenty-four (24)</u> months unless the Contracting Agency determines that additional renewal is necessary.			
<u>INSTRUCTIONS TO BIDDERS</u> and <u>STANDARD TERMS AND CONDITIONS</u> , Revised 05/29/19, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
Contract Components. Once awarded, the Contract will consist of: the complete Invitation to Bid, including the Instructions to Bidders, the Standard Contract Terms and Conditions, any Special Contract Terms and Conditions, the bid specifications and any written addenda or amendments to the Invitation to Bid or Contract; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents ("Contract").			
<u>INQUIRIES:</u> All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, http://procure.ohio.gov/ . Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.			
		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.

Effective: 03/05/19

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.

MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE: The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This ITB is being issued as a minority set aside contract in accordance Section 125.081 of the Ohio Revised Code. All bidders must be an Ohio certified MBE as of the Bid due/opening date. If a certification application has been submitted that needs to be expedited to meet the solicitation due/opening date, contact the DAS Equal Opportunity Division at 614-466-8380. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at: <http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>.

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

CUSTOMER SERVICE AND DELIVERY NOTIFICATION. It is the responsibility of the Contractor under this Contract to provide order acknowledgement and accurate and proactive delivery and customer service information to the ordering agency. Within two (2) work days of receipt of any order pursuant to this Contract, the Contractor shall provide a shipment and delivery date promise to the ordering agency. Such notification shall be in writing via email, FAX or other written method. If the anticipated delivery date exceeds the time required by the **DELIVERY AND ACCEPTANCE** clause of the Contract, the contractor will work with the ordering agency to establish a mutually agreed delivery date. If, after an alternate delivery date has been agreed, the delivery date must be changed, the Contractor shall notify the ordering agency of the change and obtain the ordering agency's agreement. This requirement applies equally where the Contractor makes the direct delivery or uses the services of a third party, subcontractor or fulfillment house to provide delivery of the order. If, after discussion, the contractor and ordering agency are unable to agree on a suitable delivery date, the agency may execute the terms of the **LATE DELIVERY LIQUIDATED DAMAGES** clause of this Contract. Failure to make or update the notification provided above within the prescribed time periods may be considered a default of the Contract.

LATE DELIVERY LIQUIDATED DAMAGES: In accordance with the Standard Terms and Conditions Section VI. J. time is of the essence and on time delivery is a critical component of this bid/contract vital to the agencies which purchase materials using the contract and in the management of inventories and timely provision goods or services to their constituents. In accordance with the **DELIVERY AND ACCEPTANCE** clause, the required contract delivery term for this bid/contract is thirty (30) calendar days after the Contractor receives the participating agencies' purchase orders. If the Contractor is unable to meet that delivery period, the **CUSTOMER SERVICE AND DELIVERY NOTIFICATION** clause of this Contract provides a mechanism for Contractor(s) to adjust the delivery period with the prior agreement of the ordering agency. If, after that process is initiated, the contractor is unable to provide delivery as promised, the agency, at its discretion may invoke Section VI. H, 2, of the Contract Standard Terms and Conditions (liquidated damages) as an offset against the invoice value of the order. This clause will not apply in cases of FORCE MAJEURE as defined by the Contract Terms and Conditions, Section VI. E.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, DAS will multiply the estimated annual usage times the quoted price per item offered to arrive at a per item total per bidder. A contract will be awarded to the lowest cost responsive and responsible bidder by item. Additional sizes and widths as offered for Bid Items A.2, B.2, and C.2, will not be used as part of the award evaluation.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by item. A bidder may be awarded more than multiple items based upon being the lowest cost responsive and responsible bidder for that item.

SPECIAL TERMS AND CONDITIONS (CONTINUED)

MINIMUM ORDER: 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. Orders less than the minimum order amount specified will be shipped F.O.B. Prepaid with actual freight charges added to the invoice. The ordering agency may require an actual copy of the freight invoice in support of any freight charges invoiced.

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

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. During bid evaluation one of each sample submitted may be destroyed for the purpose of determining the sample's compliance with the Bid Specifications for same. Samples submitted will not be returned to the bidder after award of a contract or on the expiration of the ensuing contract. 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 without the concurrence of DAS and the ordering agency 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 and the ordering agency. (See the SUBSTITUTION OF ITEMS clause of this contract.)

DUE DILIGENCE AND REFERENCES: Bidders, including any sub-contractors and/or fulfillment houses named by Bidders may be required by DAS to provide business references and company financial and other business information. If requested, Bidders must provide such information within seven (7) calendar days after request. If any information requested by DAS during due diligence investigation is deemed proprietary or confidential by the Bidder, DAS will evaluate a request for confidentiality and if justified, take steps to maintain such confidentiality in accordance with Ohio's public records statute. The failure to provide or the withholding of information requested by DAS may result in the Bidder being found not responsive in accordance with Section I-21 of the Instructions to Bidders.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract price(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 the "Suspension/Termination" and the "Contract Remedies" sections of the "Standard Contract Terms and Conditions".

SPECIAL TERMS AND CONDITIONS (CONTINUED)

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 thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

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

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries: All other deliveries may be sent to the following address:

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

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

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

USAGE REPORTS: In addition to the Contractor Quarterly Sales Report above, every six (6) months for the periods July through December and January through June, the contractor must submit a report in Excel format on electronic media. The report shall be forwarded by U.S. Mail or via email indicating sales generated by this contract. The report shall provide the quantities/dollars generated by the contract in the format specified by DAS. The report shall be submitted to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Connor Haley (connor.haley@das.ohio.gov) no later than the last day of the month following the report period.

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.

SPECIAL TERMS AND CONDITIONS (CONTINUED)

The Contractor should make the check payable to: Treasurer, State of Ohio

For same day or overnight deliveries: All other deliveries may be sent to the following address:

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

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

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

SUBSTITUTION OF ITEMS: During the term of any ensuing contract pursuant to this Bid, the awarded Contractor may have a need to provide alternate Manufacturer Brand/Style/Items other than those offered in the Bid Price page. Prior to the provision of any alternate however, the contractor must notify DAS in writing and obtain written permission from DAS Office of Procurement Services for use of the alternate. DAS may require samples prior to the approval of any alternate item(s). Failure to comply with this clause may be determined to be default of the contract.

SWEATSHOP FREE: By the signature affixed to this ITB, 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.

Special Terms and Conditions (Continued)

BID AUTOMOBILE LIABILITY CHECKLIST: Contractor must indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

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

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES:

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.

REQUIREMENTS AND SPECIFICATIONS

I. SCOPE

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

Any exceptions to the specifications in this bid must be explicitly detailed in the bidder's response. Exceptions will not disqualify a bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal bid responses that meet the overall intent and/or requirements of the bid specifications. DAS will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the bidder an unfair advantage. However, exceptions to stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the bid response.

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

II. REQUIREMENTS

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

II. REQUIREMENTS (Continued)

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

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

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

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

III. BID/CONTRACT ITEMS

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

IV. ITEM SPECIFICATIONS

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

1. Cowhide leather upper, (vamp, quarters and tongue) of sufficient thickness and quality as to prevent cracking and/or peeling of the finished surface under normal wear conditions. Polyurethane coated.
2. Goodyear Welt Type Construction.
3. Inside quarter and tongue lining shall be Cambrelle, imitation Cambrelle or other suitable material.
4. Outside padded collar, top of which is at least 5" above top of sole.
5. Leather full loop finger tab on the outside top rear (heel).
6. Insole shall be Texon or other suitable material of sufficient thickness to support boot comfort and performance.
7. Outsole: Oil resistant, slip resistant non-marking rubber (see General Specifications).
8. Sock liner: Fully sewn or cemented Cambrelle/imitation Cambrelle sponge or other suitable material with suitable cushioning for comfortable wear.
9. Closure: Three leather straps with Velcro hook & loop closure at least ¾" wide sewn to the outside quarter and reinforced with stitching. Velcro hook and loop shall be sewn to the straps, additional gluing is desirable. There shall be three closure slots on the inside quarter reinforced as appropriate. No metal shall be permitted.
10. No metal shall be used in the construction of the boot.
11. Thread will be bonded black heavy nylon of suitable strength to enhance shoe performance.
12. All stress bearing seams shall be double or triple stitched minimum of seven stitches per inch.
13. Stress points at the tongue juncture of the vamp and quarter shall be reinforced with, bar tacks, rivets or other suitable reinforcement.
14. Pricing: Per Pair
15. Color: Black
- * 16. Sizes and Widths: Unisex Cross Marked, size men's 3 to 15 in regular and wide. Additional sizes/widths as offered.

* Additional sizes and widths offered will not be evaluated for award.

IV. ITEM SPECIFICATIONS (Continued)B. Men's and Women's Leather and Fabric Clear Sole Velcro Athletic Shoe

1. Upper shall be combination leather and athletic mesh bonded to the outsole with stitching at 2.5 stitches per inch.
2. Tongue shall be athletic mesh covered 1cm foam inside Tricot lined.
3. Outsole: Clear transparent rubber, non-marking, slip resistant fully stitched to upper (see General Specifications).
4. Insole: fully cemented 480 Texon with additional arch support, with suitable fabric covering.
5. Quarters shall be combination Cambrelle, imitation Cambrelle and Tricot lined.
6. Thread will be bonded black heavy nylon of suitable strength to enhance shoe performance.
7. Closure: Two leather straps with Velcro hook & loop closure at least $\frac{3}{4}$ " wide sewn to the outside quarter of the shoe and reinforced as appropriate. Velcro hook and loop shall be sewn to the straps, additional gluing is desirable.
8. Two inside closure slots reinforced with stitching. No metal shall be permitted.
9. All stress bearing seams shall be double stitched.
10. Pricing: Per Pair
11. Color: Black
- * 12. Sizes and Widths: Men's and Women's cross marked as follows:

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

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

1. Full leather upper stitched and bonded to the outsole - stitching at least 2 stitches per inch.
2. Box toe top shall synthetic material and vented.
3. Tongue shall be foam covered with suitable material outside; and inside lined with Cambrelle, imitation Cambrelle, tricot or other suitable material.
4. Inside quarter lining to be Cambrelle or imitation Cambrelle or other suitable material
5. Outsole shall be composite natural rubber/polyvinylchloride compound, non-marking and slip resistant with an abrasion resistance index of at least 60. ASTM D1630-06 NBS Method (see General Specifications)
6. Insole shall be Texon or other suitable material of sufficient thickness to support shoe performance
7. Sock Liner shall contain molded arch support and be fully glued to the insole
8. Thread will be bonded black heavy nylon of suitable strength to enhance shoe performance
9. Closure: Two leather straps with Velcro hook & loop closure at least $\frac{3}{4}$ " wide sewn to the outside quarter of the shoe and reinforced as appropriate. Velcro hook and loop shall be sewn to the straps, additional gluing is desirable. Two inside closure slots reinforced with stitching. No metal shall be permitted
10. All stress bearing seams shall be double stitched
11. Pricing: Per Pair
12. Color: Black
- * 13. Sizes and Widths: Men's and Women's cross marked. Sizes 3 – 17 regular and wide required. Additional sizes/widths as offered.

* Additional sizes and widths offered will not be evaluated for award.

IV. ITEM SPECIFICATIONS (Continued)D. Unisex V-Strap Thong Type Shower Sandal

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

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

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

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

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

BID ITEM PRICE PAGES

INSTRUCTIONS TO BIDDERS:

1. Bidders must submit all bids in United States Dollars (\$USD)
2. Bid amounts in \$ USD must contain no more than three (3) places to the right of the decimal point. DAS will disregard any numbers more than three places to the right of the decimal point.

Bid Item A. Men's and Women's Leather Velcro Boot								
Bid item Number	UNSPSC Code	Item Description	Unit of Measure	Est. Annual Usage Per UOM	Brand or Style Name	Item or Style #	Bid Price Per UoM (\$USD)	Master Carton Quantity
A.1.	53110000	Men's and Women's Leather Velcro Boot, Unisex Sizes as Specified, Regular and Wide Widths	Pair	4,100				
* A.2.	53110000	Men's and Women's Leather Velcro Boot, Unisex Additional Size(s) and Width(s) Offered - Not Evaluated	Pair	N/A				
<u>BIDDER SHALL INDICATE ADDITIONAL SIZE(S) AND WIDTH(S) OFFERED HERE:</u>								

Bid Item B. Men's and Women's Leather and Fabric Clear Sole Athletic Shoe								
Bid item Number	UNSPSC Code	Item Description	Unit of Measure	Est. Annual Usage Per UOM	Brand or Style Name	Item or Style #	Bid Price Per UoM (\$USD)	Master Carton Quantity
B.1.	53110000	Men's and Women's Leather and Fabric Clear Sole Athletic Shoe in Size and Width Combinations Per Specifications	Pair	32,300				
* B.2.	53110000	Men's and Women's Leather and Fabric Clear Sole Athletic Shoe in Additional Size(s) and Width(s) Offered . - Not Evaluated	Pair	N/A				
<u>BIDDER SHALL INDICATE ADDITIONAL SIZE(S) AND WIDTH(S) OFFERED HERE:</u>								

* Additional sizes and widths offered will not be evaluated for award.

BID ITEM PRICE PAGES (Continued)

Bid Item C. Men's and Women's Solid Sole Leather Velcro Athletic Shoe								
Bid item Number	UNSPSC Code	Item Description	Unit of Measure	Est. Annual Usage Per UOM	Brand or Style Name	Item or Style #	Bid Price Per UoM (\$USD)	Master Carton Quantity
C.1.	53110000	Men's and Women's Solid Sole Leather Velcro Athletic Shoe in Size and Width Combinations Per Specifications	Pair	6,200				
* C.2.	53110000	Men's and Women's Solid Sole Leather Velcro Athletic Shoe in Additional Size(s) and Width(s) As Offered - Not Evaluated	Pair	N/A				
<u>BIDDER SHALL INDICATE ADDITIONAL SIZE(S) AND WIDTH(S) OFFERED</u>								

Bid Item E. Men's and Women's Polyvinylchloride (PVC) Slip-On Inside/Outside Sandal								
Bid item Number	UNSPSC Code	Item Description	Unit of Measure	Est. Annual Usage Per UOM	Brand or Style Name	Item or Style #	Bid Price Per UoM (\$USD)	Master Carton Quantity
E.1.	53110000	Men's and Women's PVC Slip-On Inside/Outside Sandal, Sizes Men's and Women's Unisex Sizes as Offered	Dozen Pairs	50				
<u>BIDDER SHALL OFFER A COMPLETE RANGE OF SIZES. SIZES OFFERED SHALL BE INDICATED HERE:</u>								
<u>BIDDER SHALL INDICATE ALL COLORS OFFERED HERE:</u>								

* Additional sizes and widths offered will not be evaluated for award.

BID ITEM PRICE PAGES (Continued)

Bid Item F. Men's and Women's Lightweight Ethyl Vinyl Acetate (EVA) Slip-On Inside/Outside Sandal								
Bid item Number	UNSPSC Code	Item Description	Unit of Measure	Est. Annual Usage Per UOM	Brand or Style Name	Item or Style #	Bid Price Per UoM (\$USD)	Master Carton Quantity
F.1.	53110000	Men's and Women's EVA Slip-On Inside/Outside Sandal, Sizes: Men's and Women's Unisex as Offered, Colors: As Offered	Dozen Pairs	50				
<u>BIDDER SHALL OFFER A COMPLETE RANGE OF SIZES. SIZES OFFERED SHALL BE INDICATED HERE:</u>								
<u>BIDDER SHALL INDICATE ALL COLORS OFFERED HERE:</u>								

BIDDER COST ALLOCATION CATEGORIES RS900021, GDC001					
As a baseline for evaluation of future price adjustment requests for the items in this Bid, Bidders should indicate the percentage of total costs for the following cost elements. The sum of all percentages must equal one hundred percent. Bidders may add additional cost categories as appropriate, using an additional blank sheet if necessary...					
Cost of Materials	Labor Cost	Utilities	Transportation	Other	Overhead
%	%	%	%	%	%

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