

# 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 <u>OT902816</u>	OPENING DATE (1:00 p.m.) <u>OCTOBER 23, 2015</u>	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. DYS014	BID NOTICE DATE 9/29/15	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)

E-Mail  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): OHIO DEPARTMENT OF YOUTH SERVICES, 30 W. SPRING STREET, COLUMBUS, OH 43215

**MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081**

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:

**YOUTH SCHOOL UNIFORM GARMENTS AND ACCESSORIES**

**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 12/01/15 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 11/30/18 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 agency.

[INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS](#), Revised 10/2013, 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.

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.

**INQUIRIES:** All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, [www.procure.ohio.gov](http://www.procure.ohio.gov). Click "Find it Fast," select "Doc/Bid/Schedule#" in Step 1, enter the Bid Number in Step 2, click "Find it Fast." The "Submit Inquiry" button is at the bottom 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
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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.



**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.

**CONTRACT SPECIAL TERMS AND CONDITIONS**

**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. All Offerors must be an Ohio certified MBE as of the solicitation due/opening date. 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/Divisiond/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>

**BIDDER REQUIREMENTS:** Bidder shall read this bid carefully in its entirety and 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 on Bid pages 3 to 5 and Item Specifications on pages 5 and 6 below. 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 of the contract.

**DELIVERY AND ACCEPTANCE:** Supplies will be delivered to the participating agency within fourteen (14) 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.

Delivery of items ordered pursuant to this contract may take place at:

Circleville Juvenile Correctional Facility  
4321 Green Road  
Circleville, OH 43113

Cuyahoga Hills Juvenile Correctional Facility  
640 Island Road  
Highland Hills, OH 44128

Indian River Juvenile Correctional Facility  
2775 Indian River Road  
Massillon SW, OH 44646

Ohio Department of Youth Services  
30 W. Spring Street  
Columbus, OH 43215

During the term of this contract DAS and the Ohio Department of Youth Services (ODYS) may add additional ODYS facilities within the State of Ohio as delivery destinations. Additional destinations will be added on a minimum of 14 days' notice by amendment to the 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 one hundred (\$ 100.00) 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 bid unit price per item times the estimated annual usage per item and sum the totals for all items to arrive at the lowest overall cost for all items. Failure to bid all items may result in the bidder being deemed not responsive.

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

CONTRACT SPECIAL TERMS AND CONDITIONS (Continued)

**DESCRIPTIVE LITERATURE:** The Bidder should 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 for 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 per the Substitution of Items clause on page # 5/

**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 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 an unfair 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.

**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".

**USAGE REPORTS:** Every six (6) months (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. The report shall list usage by line item, by customer location showing the quantities/dollars generated by this contract. The report(s) are due by the end of July and end of January and shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walter Schneider, CPPB. [walter.schneider@das.state.oh.us](mailto:walter.schneider@das.state.oh.us)

CONTRACT SPECIAL TERMS AND CONDITIONS (Continued)

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

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.

SUBSTITUTION OF ITEMS: During the term of any ensuing contract, the awarded bidder/contractor may provide alternate Manufacturer Brand/Style/Items other than those indicated in the Bid Prices below. Prior to the provision of any alternate however, the contractor must notify and obtain written permission from the state of Ohio DAS Office of Procurement Services and the Ohio Department of Youth Services. DAS may require samples prior to the approval of any alternate item(s). Unauthorized substitutions may result in suspension or cancellation of the contract.

SPECIFICATIONS

I. Scope

These specifications cover the purchase of garments which will be worn during school hours for youth residents in the care of the Ohio Department of Youth Services as specified below.

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 with the exception of slip on shoes shall be designed to withstand institutional laundering 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 labeling laws.
- D. All items will have loose threads removed and be pressed and shaped properly.
- E. All materials shall be first quality, new, unused, without dirt, and shall not contain flaws or defects which adversely affect appearance, durability and function.
- F. Any item 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.
- G. 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 +/- 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.

III. Bid Items

- A. Trousers, Men's
- B. Polo Shirt, Men's
- C. Dress Socks, Men's
- D. Slip-On Dress/Casual Shoes, Men's

SPECIFICATIONS (Continued)

IV. Detailed Specifications

A. Trousers, Men's

Type: Men's Chino Pant

Construction: 65/35 Polyester/Cotton, Close Weave Twill, Minimum 5.5 to 7.25 Oz. Ln. Yd., Plain (Flat) Front, Hemmed, Un-cuffed

Waistband: At-ease™ or equal/similar type side adjustment reinforced waistband with expansion capability - 1 – 1 ½ inches containing snug-tex or equal/similar shirt tail management feature. Waistband width 1 to 1 ½ inches. 5 to 7 belt loops.

Pocketing: 2 Quarter Top Front Pockets, 2 Button through Rear Pockets

Reinforcement: Bar Tacked at all Stress Points

Seams: Double Stitched

Waist Closure: Single Hook and Eye

Zipper: YKK or equal quality polyester coil or metal zipper

Care: Machine Wash and Dry (must withstand industrial laundering)

Other: Permanent Press, Stain Resistant, Wrinkle Resistant

Color: Khaki

Sizes Required: Waist –Even 28" through 44"

Inseam – Even 28 through 36 Un-cuffed, Hemmed

Unit of Measure: Each

B. Polo Shirt, Men's

Shirt Type: Men's Short Sleeve Polo Shirt

Construction: 5.3 Oz. Ln. Yd. 65/35 Polyester/Cotton Pique Knit  
or 5.6 Oz. Ln Yd. 50/50 Polyester/Cotton Pre-Shrunk Jersey Knit

Collar: Welt Knit Curl Resistant Collar

Sleeves: Short Sleeve with Welt Knit Sleeve Bands

Placket: Two or Three Button Placket with bottom reinforcement and color matching buttons

Bottom Hem: Double Needle hemmed bottom

Care: Machine Wash and Dry (must withstand industrial laundering)

Other: Wrinkle and shrink resistant, moisture wicking

Color: Navy Blue

Sizes: Men's Regular Small – 2 Extra Large

Unit of Measure: Each

C. Men's Dress Socks

Medium Weight Cotton/Lycra Blend, Calf Length, Ribbed

Color: Black

Sizes SM – XL

Unit of Measure: Pair

D. Slip-On Dress/Casual Shoes, Men's

Shoe Type: Men's Slip-on Dress/Casual Shoe

Construction: Box Type Toe, Welt Construction

Sole: Polyurethane

Upper: Polyurethane

Insole/Sock Liner: Padded

Lining: Synthetic

Collar: Padded

Other: Sole shall be slip resistant and non-marking

Color: Black

Sizes: Men's Regular and Wide 7 ½ through 14 (even and half sizes)

Unit of Measure: Pair

Similar in appearance to the following style:



BID PRICES

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.
3. Bidders shall indicate the Brand Offered and the item or style number for all items. Upon award of a contract, the brand and item/style offered will become the only authorized items. If during the term of the contract, the awarded Contractor has need to offer alternate items, the SUBSTITUTION OF ITEMS clause on page # 4 shall apply..

Bid Item #	UNSPSC	Description	Unit of Measure (UoM)	Estimated Annual Use	Brand Offered	Item / Style #	Bid Price (\$USD) Per UoM
A.	53101502	Trousers, Men's	Each	1,910			
B.	53101600	Polo Shirt, Men's	Each	1,910			
C.	53102402	Dress Socks, Men's	Pair	1,910			
D.	53101601	Slip-On Dress/Casual Shoes, Men's	Pair	352			

BIDDERS SHALL COMPLETE THE FOLLOWING

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

DISCLOSURE OF FULFILLMENT HOUSES: Bidder shall disclose the following:

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

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

If you answered yes above, complete the following information.

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

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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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DISCLOSURE OF FULFILLMENT HOUSES (Continued):

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

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

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

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is complete, correct, true and accurate. The Bidder agrees that no changes will be made to this list of fulfillment houses without amendment to the contract issued subsequent to the evaluation 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 suspension or cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

**Bid Automobile Liability Checklist:**

Contractor shall 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.