



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

MANDATORY USE CONTRACT FOR: SWEATSHIRTS, SWEAT PANTS AND PAJAMAS

CONTRACT No.: RS900019

EFFECTIVE DATES: 07/01/18 to 06/30/21
Renewal through 06/30/23*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900019 that opened on 03/12/18. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Instructions to Bidders](#) and [Standard Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

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

CONTRACT RENEWAL. 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 twenty-four (24) months unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

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

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

Minority Business Enterprise Award in accordance with ORC CH. 125.081

* Denotes renewal through 06/30/23, per Amendment #1.

Signed: _____
Matthew Whatley, Interim Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

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 RFP/ITB is being issued as a minority set aside contract in accordance with 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.aspx>

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within twenty-eight (28) days after receipt of order (ARO). 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. **EXCEPTION:** Additional optional colors as indicated on the Contract Prices, page 9 and 10 for hooded, zip front sweatshirts, crew neck sweatshirts and sweat pants will have a delivery lead time of 30 days ARO for orders less than 50 dozen (less than 600 pieces) of one color and 45 days ARO for orders of 50 dozen or more (600 pieces or more) of one color.

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 with the change. 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 28, 30 or 45 calendar days as indicated 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. G, 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".

CONTRACT AWARD: The contract will be awarded to the single lowest cost responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

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 fifty (\$ 250.00) 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 to support these charges.

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

REFERENCES AND DUE DILIGENCE: Bidders, including any sub-contractors or fulfillment houses named by Bidders or Contractor(s) may be required by DAS to provide business references and company financial and other business information. If requested, Bidders/Contractors 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, 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 withholding of information requested by DAS may result in the Bidder being found not responsive in accordance with Section I-21 of the Terms and Conditions for Bidding or if by a Contractor, suspension. Cancellation or termination of the Contract.

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 Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

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

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

The awarded 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:

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

All other deliveries may be sent to the following address:

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.

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.

Use the following address for same day or overnight deliveries:

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

All other deliveries may be sent to the following address:

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

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.

ePROCUREMENT: The contract resulting from this Bid may become part of an eProcurement System which will provide electronic catalog hosting and contract management services for Ordering Agencies to access a web-based site to place orders for the procurement of goods and services. By submission of a signed offer in response to this Bid, the bidder/contractor agrees to fully cooperate with DAS in the requirements for the establishment of an online catalog for a contract resulting from this Bid.

USAGE REPORTS: In addition to the Contractor Quarterly Sales Report required above, every twelve (12) months the contractor must submit a report (written or on disk, thumb drive or other electronic media) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract for the period January through December annually. The report shall be due by the end of January each contract year. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walt Schneider, CPPB, walter.schneider@das.ohio.gov

SUBSTITUTION OF ITEMS: During the term of any ensuing contract pursuant to this Bid, the awarded bidder/contractor may have a need to provide alternate Manufacturer Brand/Style/Items other than those offered in the Bid and on the Contract Price Pages. 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 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.

SPECIFICATIONS

SCOPE: These specifications are for the purchase of sweat garments and pajamas specified below for general purpose use by State of Ohio Agencies, State of Ohio Institutions of Higher Education and properly registered members of DAS Cooperative Purchasing Program.

The specifications and requirements below are for the items the State desires to purchase. These specifications are considered necessary to establish functional requirements for the materials desired. Proprietary design, exact dimensions, capacities or restrictive features will not preclude acceptance of recognized alternates which meet comparable functional or performance requirements as determined by the Director, Department of Administrative Services.

REQUIREMENTS:

1. Garments offered shall be packaged in accordance with standard industry practices and marked for the individual or ordering agency.
2. All garments shall be pre-shrunk and designed to withstand institutional laundering and shall be deemed "machine washable."
3. All items shall be stamped or labeled, including care instructions, size and all other information required by labeling laws.
4. All items will have loose threads removed and be pressed and shaped properly.
5. All garments shall be first quality, new, unused, without dirt, and shall not contain flaws or defects which adversely affect appearance, durability and function.
6. Any garments 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.
7. Bidders are required to offer all colors specified. Bidders may offer additional deep hued colors. Additional colors will not be a part of the bid evaluation.
8. When a weight is referenced, whether on a per square or linear yard of material or per piece or package of an item base, the weight shall be considered a minimum acceptable weight. Where blends of material are referenced, such as 50/50 polyester/cotton, such blend shall be a reference point. Minor variations from the stated blend will be considered. A minor variation will generally be within +/- 7% 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.
9. Any exceptions to the specifications in the Bidder's offering 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 variance is material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the bid response.

BID ITEMS:

1. Sweatshirts, Long Sleeve, Zip Front Hooded (without draw strings in the hood)
2. Sweat Shirts, Long Sleeve, Crew Neck
3. Sweat Pants, Elastic Waist (without draw strings)
4. Unisex Knit Pull-on Pajama Bottoms, Elastic Waist (without draw strings)
5. Unisex Knit Pajama Tops

SPECIFICATIONS (Continued)

1. Item 1. Sweatshirts, Long Sleeve, Zip Front, Hooded (without drawstrings in the hood)
 - a. Shall be new, first quality and without defect
 - b. 50/50 Cotton / Polyester Blend
 - c. Weight: Minimum 7.4 oz. Per Square Yard
 - d. Full Cut with full zipper front enclosure
 - e. Two muff-type pockets
 - f. Single-ply hood, no drawstrings
 - g. All seams cover, or lock stitched
 - h. Reinforced sleeve cuffs and waist
 - i. Required Sizes: Small (SM) through 6 Extra Large (6XL)
 - j. Required Colors: Navy, Gray, Brown, Dark Maroon, Red, Black plus additional deep hued colors as offered
 - k. Pricing/UoM: Each

2. Item 2. Sweatshirts, Long Sleeve, Crew Neck
 - a. 50/50 Cotton / Polyester blend
 - b. Weight: Minimum 7.4 Oz. Per Square Yard
 - c. Reinforced Crew Collar, Sleeve Cuffs and Waistband
 - d. All Seams shall be cover or lock stitched
 - e. Required Sizes: Small (SM) through 6 Extra Large (6XL)
 - f. Required Colors: Navy, Gray, Brown, Dark Maroon, Red, Black plus additional deep hued colors as offered
 - g. Pricing/UoM: Each

3. Item 3. Sweat Pants, Elastic Waist
 - a. 50/50 Cotton / Polyester Blend
 - b. Weight: Minimum 7.4 Oz. Per Square Yard
 - c. No Pockets
 - d. Elastic Leg Ends/Cuffs
 - e. Heavy Duty Elastic Waist – No drawstring
 - f. All Seams Shall be Cover or Lock Stitched
 - g. Required Sizes: Small (SM) through 6 Extra Large (6XL)
 - h. Required Colors: Navy, Gray, Brown, Dark Maroon, Red, Black plus additional deep hued colors as offered
 - i. Pricing/UoM: Each

4. Item 4. Unisex, Knit Pull-on Pajama Bottoms (Pants)
 - a. 50/50 blended polyester/cotton knit fabric
 - b. Fabric Weight: Minimum 3.5 Oz. Ln. Yd.
 - c. Ankle length, inseam between 29" – 31", with hemmed leg bottoms
 - d. Covered heavy duty elastic waistband (no drawstring, no fly, no pockets)
 - e. Double stitched seams, cover or lock stitched
 - f. Color: Navy Blue
 - g. Sizes: S, to 4XL plus additional sizes as offered
 - h. Pricing/UoM: Each

5. Item 5. Unisex Knit Pajama Tops
 - a. 50/50 blended polyester/cotton knit fabric
 - b. Fabric Weight: Minimum 3.5 Oz. Ln. Yd.
 - c. Long Sleeve, crew neck *
 - d. Double stitched seams, cover or lock stitched
 - e. Color: Navy Blue
 - f. Sizes: Small to 4XL, plus additional sizes as offered
 - g. Pricing/UoM: Each

* Exception granted in accordance with SPECIFICATIONS, SCOPE and REQUIREMENTS # 9. on page 7 of this contract.

CONTRACT PRICES

CONTRACTOR: Net PAC International, LLC, OAKS # 0000174282

| Bid Item # | Description | Unit of Measure (UoM) | Manufacturer or Brand | Item or Style # | Bid Price per UoM in \$USD |
|------------|-------------------------------------------------------------------------------------------------|-----------------------|-----------------------|----------------------------------------------------------------------------------|----------------------------|
| 34111 | Sweatshirts, Long Sleeve, Zip Front, Hooded (with no draw string), size SM – XL, as specified | Each | Bob Barker and ASCO | BBC zsjzompds(color&size) ASCO zjhssavy(navy) or zjhssgry(gray & (size) | \$ 10.40* |
| 34112 | Sweatshirts, Long Sleeve, Zip Front, Hooded (with no draw string), size 2XL - 3XL, as specified | Each | Bob Barker and ASCO | BBC zsjzompds(color&size) ASCO zjhssavy(navy) or zjhssgry(gray & (size) | \$ 11.80* |
| 34113 | Sweatshirts, Long Sleeve, Zip Front, Hooded (with no draw string), size 4XL - 5XL, as specified | Each | Bob Barker and ASCO | BBC zsjzompds(color&size) ASCO zjhssavy(navy) or zjhssgry(gray & (size) | \$ 13.57* |
| 34114 | Sweatshirts, Long Sleeve, Zip Front, Hooded (with no draw string), size 6XL, as specified | Each | Bob Barker and ASCO | BBC zsjzompds(color&size) ASCO zjhssavy(navy) or zjhssgry(gray & (size) | \$ 14.09* |

REQUIRED COLORS: Navy, Gray, Brown, Dark Maroon, Red, Black
 ADDITIONAL OPTIONAL COLORS Orange, Purple, Kelly Green, Forest Green (see DELIVERY AND ACCEPTANCE clause on page 3 for order lead time for additional optional colors).

CONTRACTOR: Net PAC International, LLC, OAKS # 0000174282

| Bid Item # | Description | Unit of Measure (UoM) | Manufacturer or Brand | Item or Style # | Bid Price per UoM in \$USD |
|------------|------------------------------------------------------------------|-----------------------|-----------------------|--------------------------------------------------------------------------------------|----------------------------|
| 34115 | Sweatshirts, Long Sleeve, Crew Neck Size SM - XL, as specified | Each | Bob Barker and ASCO | BBC zss(color&size) ASCO zjscnssnvy(navy) & size or zjscnssgry(gray) & size | \$ 6.81* |
| 34116 | Sweatshirts, Long Sleeve, Crew Neck Size 2XL - 3XL, as specified | Each | Bob Barker and ASCO | BBC zss(color&size) ASCO zjscnssnvy(navy) & size or zjscnssgry(gray) & size | \$ 7.76* |
| 34117 | Sweatshirts, Long Sleeve, Crew Neck Size 4XL - 5XL, as specified | Each | Bob Barker and ASCO | BBC zss(color&size) ASCO zjscnssnvy(navy) & size or zjscnssgry(gray) & size | \$ 9.32* |
| 34118 | Sweatshirts, Long Sleeve, Crew Neck Size 6XL, as specified | Each | Bob Barker and ASCO | BBC zss(color&size) ASCO zjscnssnvy(navy) & size or zjscnssgry(gray) & size | \$ 9.88* |

REQUIRED COLORS: Navy, Gray, Brown, Dark Maroon, Red, Black
 ADDITIONAL OPTIONAL COLORS Orange, Purple, Kelly Green, Forest Green (see DELIVERY AND ACCEPTANCE clause on page 3 for order lead time for additional optional colors).

*Indicates price update, per Amendment 2

CONTRACT PRICES (Continued)

CONTRACTOR: Net PAC International, LLC, OAKS # 0000174282

| Bid Item # | Description | Unit of Measure (UoM) | Manufacturer or Brand | Item or Style # | Bid Price per UoM in \$USD |
|------------|----------------------------------------------------------|-----------------------|-----------------------|-------------------------------------------------------------------------------------|----------------------------|
| 34119 | Sweat Pants, Elastic Waist, Size SM - XL, as specified | Each | Bob Barker and ASCO | BBC zspnp(color) & size ASCO zjswptntsnvy(navy) & size or zjswptntsgry(gray) & size | \$ 6.86* |
| 34120 | Sweat Pants, Elastic Waist, Size 2XL - 3XL, as specified | Each | Bob Barker and ASCO | BBC zspnp(color) & size ASCO zjswptntsnvy(navy) & size or zjswptntsgry(gray) & size | \$ 8.00* |
| 34121 | Sweat Pants, Elastic Waist, Size 4XL - 5XL, as specified | Each | Bob Barker and ASCO | BBC zspnp(color) & size ASCO zjswptntsnvy(navy) & size or zjswptntsgry(gray) & size | \$ 9.30* |
| 34122 | Sweat Pants, Elastic Waist, Size 6XL, as specified | Each | Bob Barker and ASCO | BBC zspnp(color) & size ASCO zjswptntsnvy(navy) & size or zjswptntsgry(gray) & size | \$ 10.66* |

REQUIRED COLORS: Navy, Gray, Brown, Dark Maroon, Red, Black
 ADDITIONAL OPTIONAL COLORS Orange, Purple, Kelly Green, Forest Green (see DELIVERY AND ACCEPTANCE clause on page 3 for order lead time for additional optional colors).

CONTRACTOR: Net PAC International, LLC, OAKS # 0000174282

| Bid Item # | Description | Unit of Measure (UoM) | Manufacturer or Brand | Item or Style # | Bid Price per UoM in \$USD |
|------------|----------------------------------------------------------------|-----------------------|-----------------------|-----------------|----------------------------|
| 34123 | Pajama Bottoms, Elastic Waist; SM – XL Navy Blue as specified | Each | Bob Barker | 709 & size | \$ 5.85* |
| 34124 | Pajama Bottoms, Elastic Waist; 2XL-3XL Navy Blue as specified | Each | Bob Barker | 709 & size | \$ 6.50* |
| 34125 | Pajama Bottoms, Elastic Waist; 4XL-5XL Navy Blue as specified | Each | Bob Barker | 709 & size | \$ 6.86* |
| 34126 | Pajama Bottoms, Elastic Waist; 6XL-10XL Navy Blue as specified | Each | Bob Barker | 709 & size | \$ 9.83* |

CONTRACTOR: Net PAC International, LLC, OAKS # 0000174282

| Bid Item # | Description | Unit of Measure (UoM) | Manufacturer or Brand | Item or Style # | Bid Price per UoM in \$USD |
|------------|----------------------------------------------|-----------------------|-----------------------|-----------------|----------------------------|
| 34127 | Pajama Tops; SM – XL Navy Blue as specified | Each | Bob Barker | 707 & Size | \$ 5.93* |
| 34128 | Pajama Tops; 2XL-3XL Navy Blue as specified | Each | Bob Barker | 707 & Size | \$ 6.58* |
| 34129 | Pajama Tops, 4XL-5XL Navy Blue as specified | Each | Bob Barker | 707 & Size | \$ 7.02* |
| 34130 | Pajama Tops; 6XL-10XL Navy Blue as specified | Each | Bob Barker | 707 & Size | \$ 8.40* |

*Indicates price update, per Amendment 2

BIDDERS SHALL COMPLETE THE FOLLOWING

| NET PAC INTL, LLC COST ALLOCATION CATEGORIES SWEAT GARMENTS AND PAJAMAS | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|----------------|----------|-------|
| As a baseline for evaluation of price adjustment requests for this category, Bidders shall 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 if necessary. | | | | | |
| Cost of Goods | Labor Cost | Utilities | Transportation | Overhead | Other |
| 96 % | 1 % | 0 % | 3 % | 0 % | 0 % |

CONTRACTOR NET PAC INTERNATIONAL, LLC COMPLETED THE FOLLOWING

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

CONTRACTOR NET PAC INTERNATIONAL, LLC COMPLETED THE FOLLOWING

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.

CONTRACTOR NET PAC INTERNATIONAL, LLC COMPLETED THE FOLLOWING

DISCLOSURE OF SUBCONTRACTORS (See Standard Terms and Conditions, Section III. Contract Construction, Paragraph M.) (Subcontracting)):

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

NONE _____

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.

DISCLOSURE OF FULFILLMENT HOUSES - CONTRACTOR NET PAC INTERNATIONAL, LLC COMPLETED THE FOLLOWING:

Fulfillment Houses are defined as follows: A third party that performs outsourced storage, order picking, packing, shipment, drop 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: [X] No: []

If you answered yes above, complete the following information.

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

Net PAC International, 2200 Fairwood Ave, Columbus, OH 43207

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

Net PAC International – will deliver majority of goods from inventory and Bob Barker Co., Fuquay-Varina, NC USA ←-

Minimal use for non-stocked items.

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

Net PAC International 2200 Fairwood Ave, Columbus, OH 43207

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 [X]

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

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 contractor 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.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: RS900019-1

MINORITY BUSINESS ENTERPRISE

0000174282

Net PAC International, LLC
1209 Hill Road N., #291
Pickerington, OH 43147

DELIVERY: 28 Days A.R.O.

TERMS: Net 30 Days



CONTRACTOR'S CONTACT:

Telephone: (614) 674-4648
FAX: (614) 834-3229

Colette Williams

E-mail: colette@netpacintl.com

PLACEMENT OF PURCHASE ORDERS:

Purchase Orders are to be: E-mailed to:

E-mail: colette@netpacintl.com

CONTRACTOR'S REMIT TO ADDRESS:

Net PAC International, LLC
1209 Hill Road N. #291
Pickerington, OH 43147

OAKS Item Identification Number, Freight on Minimum Orders: 34174

AUTHORIZED SUBCONTRACTORS AND/OR FULFILLMENT HOUSES

Bob Barker Company, Fuquay-Varina, NC only (see DISCLOSURE OF SUBCONTRACTORS and DISCLOSURE OF FULFILLEMENT HOUSES clauses on pages 11 and 12 of this contract.

SUMMARY OF AMENDMENTS

| Amendment Number | Effective Date | Description |
|------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 | 09/28/21 | This amendment is issued to update the product catalog, effective with all orders issued on or after 09/28/21. |
| 1 | 07/01/21 | This amendment is issued to notify that as a result of mutual agreement between the State and the Contractor, this contract will be renewed for an additional twenty-four (24) months, effective 07/01/21 through 06/30/23. Additionally, this amendment adds the Summary of Amendments page to this contract. |