



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: UNDERGARMENTS, T-SHIRTS, THERMALS SOCKS AND RAINWEAR

CONTRACT No.: RS900514

EFFECTIVE DATES: 02/01/14 to 01/31/17  
Renewal through 01/31/18 \*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900514 that opened on 10/21/13. 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 [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

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

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

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

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

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

\* Renewal through 01/31/18 per amendment #6, effective 02/01/17.

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

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## **CONTRACT 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.

**DELIVERY AND ACCEPTANCE:** Supplies will be delivered to the participating agency within twenty-one (21) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

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

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

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

**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 the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

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

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

**CONTRACT SPECIAL TERMS AND CONDITIONS (continued)**

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

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

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

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

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

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

**REFERENCE TO ALTERNATE TERMS:** Any reference which may appear on any price list, literature or specification sheet(s), to any terms and conditions such as "F.O.B Shipping Point" or "Prices Subject to Change", will not be part of any contract with the successful bidder and will be disregarded by the state of Ohio.

**SPECIAL CHARGES:** There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge or any other unspecified additional charge allowed by the State that is not specifically mentioned in this bid or in any contract awarded pursuant to this bid. The contractor must provide merchandise / service in unit quantity(s) as indicated in the Invitation to Bid / Contract.

**CONTRACT SPECIAL TERMS AND CONDITIONS (continued)**

**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".

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

**STIPULATED WEIGHTS AND BLENDS:** Where a weight is referenced, whether on a per square or linear yard of material or per piece or package of an item basis, the weight shall be considered the minimum acceptable weight. Where blends of material are referenced, such as "50/50 Polyester/Cotton" or "88/12 Nylon/Lycra" such blend shall be a reference point. Minor variations from the stated blend will be considered. [A minor variation will generally be within +/- 10% of the stated blend.] If multiple blends are referenced for a product, these shall constitute the minimum and maximum acceptable range, with no variation above or below the range.

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

**Bid 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.

**CONTRACT SPECIAL TERMS AND CONDITIONS (continued)**

**DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):**

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

Roger Elliott - 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:**

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

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

If you answered yes above, complete the following information.

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

\_\_\_\_\_  
Roger Elliott P.O. Box 29665 Columbus, OH 43229

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

\_\_\_\_\_  
For Roger Elliott – Bob Barker, Fuquay-Varina, NC, U.S.A

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

\_\_\_\_\_  
For Roger Elliott – Bob Barker, Fuquay-Varina, NC, U.S.A

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. However, the State reserves the right to authorize or fail to authorize the use of any Fulfillment House. Prior removal from a contract or contracts may be cause for disqualification.

**CONTRACT SPECIAL TERMS AND CONDITIONS (continued)**

**DISCLOSURE OF FULFILLMENT HOUSES (Continued):**

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.

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## SPECIFICATIONS

### I. Scope

These specifications cover the purchase of undergarments, T-Shirts, thermal tops and bottoms, socks and rainwear specified below for general purpose use by state agencies, state institutions of higher education and properly registered members of DAS' Cooperative Purchasing Program.

### II. Requirements

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

### III. Item Categories

- Category I. UNDERGARMENTS
- Category II. T-SHIRTS
- Category III. SOCKS
- Category IV. THERMALS
- Category V. RAINWEAR

### IV. Item Specifications

#### A. Category I. Undergarments

- 1. Men's Boxers
  - a. 60% Cotton / 40% Polyester, Pre-Shrunk, Woven, White Only
  - b. Heavy Duty Elastic Waistband Attached with Four Rows of Stitching
  - c. Fly Front
  - d. 3 Panel Construction, No Center Seams
  - e. Double Stitched and Tacked at Stress Points
  - f. Sizes: Small through 10XL
  - g. Must Comfortably Fit Waist Sizes as Follows.
  - h. Pricing: Per Dozen, Like Size

**BID SPECIFICATIONS (continued)**

<b>Men's Boxers, Required Waist Sizes</b>			
<b>Size/Waist Size</b>	<b>Size/Waist Size</b>	<b>Size/Waist Size</b>	<b>Size/Waist Size</b>
Small - 30" to 32"	Medium - 34" to 36"	Large - 38" to 40"	XLarge - 42" to 44"
2XLarge - 46" to 48"	3XLarge - 50 " to 52"	4XLarge - 54" to 56"	5XLarge - 58" to 60"
6XLarge - 62" to 64"	7XLarge - 66" to 68"	8XLarge - 70" to 72"	9XLarge - 74" to 76"
10XLarge - 76" to 80"			

2. Men's Briefs

- a. 60% Polyester / 40% Pre-Shrunk Cotton Knit
- b. Fabric Weight: 5 Oz Sq. Yd. Minimum
- c. Knit Double Crotch
- d. Heavy Duty Waistband, Minimum 1 inch wide
- e. Double Stitched and Reinforced Seams
- f. Color: White Only
- g. Sizes: Small through 10X Large – Must comfortably Fit Waist Sizes as follows:
- h. Pricing: Per Dozen Like Size

<b>Men's Briefs, Required Waist Sizes</b>			
<b>Size/Waist Size</b>	<b>Size/Waist Size</b>	<b>Size/Waist Size</b>	<b>Size/Waist Size</b>
Small - 30" to 32"	Medium - 34" to 36"	Large - 38" to 40"	XLarge - 42" to 44"
2XLarge - 46" to 48"	3XLarge - 50 " to 52"	4XLarge - 54" to 56"	5XLarge - 58" to 60"
6XLarge - 62" to 64"	7XLarge - 66" to 68"	8XLarge - 70" to 72"	9XLarge - 74" to 76"
10XLarge - 76" to 80"			

3. Women's Briefs

- a. 60% Cotton / 40% Polyester
- b. Fabric Weight: 3.0 Oz Per Square Yard Minimum
- c. Heavy Duty Elastic Leg and Waistband, Waistband Minimum ¾" Wide
- d. Double Panel Full Cotton Crotch
- e. Color: White Only
- f. Sizes: 5 – 16
- g. Pricing: Per Dozen Like Size

4. Women's Bras

- a. Cotton/Polyester Blend, Pre-Shrunk, Cups and Backs Minimum 50% Cotton, Stretch Sections Polyester/Spandex
- b. Cloth Top Cups and Backs
- c. Elastic Criss-Cross Band
- d. Adjustable Straps
- e. Back Hook Closure, Minimum Two Hooks
- f. Stretch Under Band Straps
- g. Color: White Only
- h. Required Sizes as Indicated Below.
- i. Pricing: Per Dozen, Like Size

<b>Women's Bras - Required Sizes</b>			
<b>A Cup</b>	<b>B Cup</b>	<b>C Cup</b>	<b>D Cup</b>
32 - 36	32 - 42	34 - 48	34 - 38

**BID SPECIFICATIONS (continued)**

5. Women's Sport Bras
    - a. No Hooks or Eyelets
    - b. Pull Over Style with No Metal or Plastic
    - c. Wide, Non-Slip Straps
    - d. Racer Style Back
    - e. Cotton / Polyester / Lycra Blend, Pre-Shrunk
    - f. Sizes 32 – 54
    - g. Color: White Only
    - h. Pricing: Per Dozen, Like Size
- B. Category II. T-Shirts
1. Men's T-Shirts
    - a. 100% Pre-Shrunk Cotton, Ring Spun
    - b. Crew Neck, Double Needle Hemmed Sleeve and Bottom, Taped Neck & Shoulders
    - c. Double Stitched, Reinforced Seams
    - d. Fabric Weight: 5.4 Ounces per Square Yard, Minimum
    - e. Color: White Only
    - f. Sizes: Men's Small through 10XL
    - g. Pricing: Per Dozen, Like Size
  2. Men's Active Wear T-Shirts
    - a. 100% Pre-Shrunk Cotton Jersey
    - b. Crew Neck, Double Needle Hemmed Sleeve and Bottom, Taped Neck & Shoulders
    - c. Double Stitched, Reinforced Seams
    - d. Fabric Weight: 5.4 Ounces per Square Yard, Minimum
    - e. Required Colors: White, Gray, Navy Blue, Light Blue, Charcoal, Forest Green, Black, Maroon, Orange, Pink, Indigo Blue, Red, plus additional colors as offered
    - f. Sizes: Men's Small through 5XL plus additional sizes as offered.
    - g. Pricing: Per Dozen, Like Size and Color
- C. Category III. Socks
1. Tube Socks (Fits Women's Larger Sizes)
    - a. 80% Cotton / 20% Polyester Blend
    - b. 10" to 21" in Length
    - c. Rib Length – 5 7/8" minimum
    - d. Width of Foot at Base – 3 7/8" minimum
    - e. 1/2" Welt Top
    - f. Weight Per Dozen – 25 Ounces minimum
    - g. Reciprocated Heel and Toe
    - h. One Size Fits All Sizes 10 – 13
    - i. Color: White Only
    - j. Pricing: Per Dozen
  2. Crew Socks
    - a. 80% Cotton / 20% Polyester Blend
    - b. Rib Length 4 7/8" minimum
    - c. Foot Length Heel to Toe – 9 3/8" minimum
    - d. Width of Foot at Base – 3 7/8" minimum
    - e. 1/2" Welt Top
    - f. Weight Per Dozen – 23 Ounces minimum
    - g. Reciprocated Heel and Toe
    - h. One Size Fits All Sizes 10 – 13
    - i. Color: White Only
    - j. Pricing: Per Dozen

**BID SPECIFICATIONS (continued)**

3. Sport Socks (Suitable for Men and Women)
    - a. Low Cut Terry Sort Socks
    - b. 80% Cotton / 20% Man Made Fiber(s)
    - c. Overall Length 13 3/8" minimum
    - d. Rib length 1 7/8" minimum
    - e. Reciprocated Heel and Toe
    - f. Weight Per Dozen – 18 Ounces minimum
    - g. Color: White Only
    - h. Size: One Size Fits all
    - i. Pricing: Per Dozen
  
  4. Women's Double Roll Ankle Sock
    - a. 80% Cotton / 20% Man Made Fiber(s)
    - b. 2 1/2" Cuff minimum
    - c. Reciprocated Heel and Toe
    - d. Weight Per Dozen: 18 Ounces minimum
    - e. Color: White Only
    - f. Size: One Size Fits All
    - g. Pricing: Per Dozen
- D. Category IV. Thermals
1. Thermal Tops (Unisex) Long Sleeve
    - a. Fabric: 65% Cotton / 35% Polyester Knit
    - b. Fabric Weight: 7.0 Ounces Per Sq. Yd. minimum
    - c. Pre-Shrunk, Machine Washable
    - d. Rib Knit Cuffs and Crew Neck
    - e. Double Needle or Equivalent Hem and Seams
    - f. Color: Natural
    - g. Sizes: Regular, Small through 8XLarge, Tall Large through 3XLarge, plus additional sizes as offered
    - h. Pricing: Per Dozen, Like Size
  
  2. Thermal Bottoms (Drawers) (Unisex)
    - a. Fabric: 65% Cotton / 35% Polyester Knit
    - b. Fabric Weight: 7.0 Ounces Per Sq. Yd. minimum
    - c. Pre-Shrunk, Machine Washable
    - d. Ankle Length with Rib Knit Cuffs
    - e. Heavy Duty Elastic Waistband
    - f. Double Needle or Equivalent Hem and Seams
    - g. Color: Natural
    - h. Sizes: Regular, Small through 8XLarge, Tall Large through 3XLarge, plus additional sizes as offered
    - i. Pricing: Per Dozen, Like Sizes

**BID SPECIFICATIONS (continued)**

E. Category V. Rainwear

1. Raincoat, All Purpose, Hooded
  - a. Urethane Coated 200 Denier Nylon Woven Construction
  - b. Flame resistant
  - c. Fabric Weight; 4.4 Oz minimum
  - d. Length: Full, Commensurate with Size, at least 48" Long
  - e. Raglan Sleeves
  - f. Storm Flap Front
  - g. Zip or Snap Closure
  - h. Slash Through Pockets
  - i. Ventilated
  - j. Hood: May be Attached or Detachable with Drawstring (drawstring must be removable)
  - k. Full Cut
  - l. All Hardware must be non-conductive, non-corrosive, rust-proof, spark-proof and made of high impact nylon or plastic equivalent
  - m. Sizes: XS – 6Xlarge, Regular and Tall Sizes
  - n. Color: Black
  - o. Pricing: Each

Bidders are requested to complete the following:

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

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

**CONTRACT PRICES**

**CATEGORY I. UNDERGARMENTS – Contractor: 0000142092 ROGER ELLIOTT COMPANY**

Item 1. Men's Boxers

<b>Category I. Item 1. Men's Boxers - White</b>							
Bid Item Number	OAKS Item ID Number	Description	UoM	Contractor	Manufacturer	Mfg Item#	Price per UoM (\$USD)
I.1.a	17254 - 17257	Men's Boxers, White Size SM - XL	Doz	Roger Elliott	Bob Barker	EBXLSQ	\$ 14.28
I.1.b.	17258 - 17259	Men's Boxers, White Size 2XL - 3XL	Doz	Roger Elliott	Bob Barker	EBXLSQ	\$ 18.90
I.1.c	17260 - 17263	Men's Boxers, White Size 4XL - 7XL	Doz	Roger Elliott	Bob Barker	EBXLSQ	\$ 23.84
I.1.d	17264 - 17266	Men's Boxers, White Size 8XL - 10XL	Doz	Roger Elliott	Bob Barker	EBXLSQ	\$ 27.00

Item 2. Men's Briefs

<b>Category I. Item 2. Men's Briefs - White</b>							
Bid Item Number	OAKS Item ID Number	Description	UoM	Contractor	Manufacturer	Mfg Item#	Price per UoM (\$USD)
I.2.a	17241 - 17244	Men's Briefs, White Size SM - XL	Doz	Roger Elliott	Bob Barker	EBRLS	\$ 9.80
I.2.b	17245 - 17246	Men's Briefs, White Size 2XL - 3XL	Doz	Roger Elliott	Bob Barker	EBRLS	\$ 11.00
I.2.c	17247 - 17250	Men's Briefs, White Size 4XL - 7XL	Doz	Roger Elliott	Bob Barker	EBRLS	\$ 12.10
I.2.d.	17251 - 17253	Men's Briefs, White Size 8XL - 10XL	Doz	Roger Elliott	Bob Barker	EBRLS	\$ 14.20

Item 3. Women's Briefs

<b>Category I. Item 3. Women's Briefs - White</b>							
Bid Item Number	OAKS Item ID Number	Description	UoM	Contractor	Manufacturer	Mfg Item#	Price per UoM (\$USD)
I.3.a.	17267 - 17272	Women's Briefs, White, Size: 5 - 10	Doz	Roger Elliott	Bob Barker	ELBLS	\$ 7.96
I.3.b.	17273 - 17278	Women's Briefs, White, Size: 11 - 16	Doz	Roger Elliott	Bob Barker	ELBLS	\$ 10.00

**CONTRACT PRICES**

**CATEGORY I. UNDERGARMENTS (Continued) – Contractor: 0000142092 ROGER ELLIOTT COMPANY**

Item 4. Women's Bras

<b>Category I. Item 4. Women's Bras - White</b>							
Bid Item Number	OAKS Item ID Number	Description	UoM	Contractor	Manufacturer	Mfg Item#	Price per UoM (\$USD)
I.4.a	17351 - 17360 25084 - 25091	Women's Bra, White, Sizes 32 - 38 A Cup, 32 - 42 B Cup, 34 - 48 C Cup	Doz	Roger Elliott	Bob Barker	Z424	\$ 21.10
I.4.b.	17361 - 17363	Women's Bra, White, Size 34 - 38 D Cup	Doz	Roger Elliott	Bob Barker	Z424	\$ 21.85

Item 5. Women's Sport Bras

<b>Category I. Item 5. Women's Sport Bras - White</b>							
Bid Item Number	OAKS Item ID Number	Description	UoM	Contractor	Manufacturer	Mfg Item#	Price per UoM (\$USD)
I.5.a.	17376	Women's Sport Bra, White Size: 32 - 44	Doz	Roger Elliott	Bob Barker	EBASPLS *	\$ 21.90
I.5.b.	17377	Women's Sport Bra, White Size: 46 - 54	Doz	Roger Elliott	Bob Barker	EBASPLS *	\$ 22.00

**CATEGORY II. T-SHIRTS – Contractor – NO AWARD**

Item 1. Men's T-Shirts

<b>Category II. Item 1. Men's T-Shirts - Preshrunk 100% Cotton Ring Spun White</b>							
Bid Item Number	OAKS Item ID Number	Description	UoM	Contractor	Manufacturer	Mfg Item#	Price per UoM (\$USD)
II.1.a	No Award	T-Shirts, White, Size SM - XL	Doz	NO	AWARD	NO	AWARD
II.1.b.	No Award	T-Shirts, White, Size 2XL - 4XL	Doz	NO	AWARD	NO	AWARD
II.1.c.	No Award	T-Shirts, White, Size 5XL - 8XL	Doz	NO	AWARD	NO	AWARD
II.1.d.	No Award	T-Shirts, White, Size 9XL - 10XL	Doz	NO	AWARD	NO	AWARD

\* Corrected Mfg. Item # per amendment #3 effective 02/26/14.

**CONTRACT PRICES**

**CATEGORY II. T-SHIRTS (continued) – Contractor: NO AWARD**

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

<b>Category II. Item 2. Men's T-Shirts - 100% Cotton Jersey Active Wear (Colors)</b>							
Bid Item Number	OAKS Item ID Number	Description	UoM	Contractor	Manufacturer	Mfg Item#	Price per UoM (\$USD)
II.2.a.	No Award	T-Shirt Active Wear Cotton Jersey SM - XL	Doz	NO	AWARD	NO	AWARD
II.2.b.	No Award	T-Shirt Active Wear Cotton Jersey 2XL-3XL	Doz	NO	AWARD	NO	AWARD
II.2.c.	No Award	T-Shirt Active Wear Cotton Jersey 4XL-5XL	Doz	NO	AWARD	NO	AWARD
II.2.d.	No Award	T-Shirt Active Wear Cotton Jersey Addl Sizes	Doz	NO	AWARD	NO	AWARD
Is The Bidder Offering All Colors Required By The Bid Specifications? Yes: _____ Colors: Gray, Navy Blue, Charcoal, Forest Green, Black, Maroon							
Bidder Shall Indicate Additional Colors Offered (not evaluated): NONE							
Bidder Shall Indicate Additional Sizes Offered (not evaluated): NONE							

**CATEGORY III. SOCKS – Contractor: NO AWARD**

Item 1. Tube Socks

<b>Category III. Item 1. Tube Socks 80% Cotton / 20% Polyester, White</b>							
Bid Item Number	OAKS Item ID Number	Description	UoM	Contractor	Manufacturer	Mfg Item#	Price per UoM (\$USD)
III.1.a	No Award	Tube Socks, White, Sizes 10 - 13	Doz	NO	AWARD	NO	AWARD
III.1.b	No Award	Tube Socks, White, Sizes 14 - 16	Doz	NO	AWARD	NO	AWARD

**CONTRACT PRICES**

**CATEGORY III. SOCKS (Continued) – Contractor: NO AWARD**

Item 2. Crew Socks

<b>Category III. Item 2. Crew Socks 80% Cotton / 20% Polyester, White</b>							
Bid Item Number	OAKS Item ID Number	Description	UoM				
III.2.a.	No Award	Crew Socks, White, Sizes 10 - 13	Doz	NO	AWARD	NO	AWARD

Item 3. Sport Socks

<b>Category III. Item 3. Sport Socks, 80% Cotton / 20% Polyester or Man Made fiber, White</b>							
Bid Item Number	OAKS Item ID Number	Description	UoM				
III.3.a.	No Award	Sport Sock, White, One Size Fits All	Doz	NO	AWARD	NO	AWARD

Item 4. Women's Double Roll Ankle Socks

<b>Category III. Item 4. Women's Double Roll Ankle Socks, White</b>							
Bid Item Number	OAKS Item ID Number	Description	UoM				
III.4.a.	No Award	Women's Double Roll Ankle Sock White, One Size fits All	Doz	NO	AWARD	NO	AWARD

**CONTRACT PRICES**

**CATEGORY IV. THERMALS – Contractor: NO AWARD**

Item 1. Thermal Tops (Unisex)

<b>Category IV. Item 1. Thermal Tops, Unisex, Color: Natural</b>							
Bid Item Number	OAKS Item ID Number	Description	UoM				)
IV.1.a.		Thermal Tops, Unisex, Color: Natural SM-XL	Doz	NO	AWARD	NO	AWARD
IV.1.b.		Thermal Tops, Unisex, Color: Natural 2XL - 4XL	Doz	NO	AWARD	NO	AWARD
IV.1.c.		Thermal Tops, Unisex, Color: Natural 5XL - 8XL	Doz	NO	AWARD	NO	AWARD
IV.1.d.		Thermal Tops, Unisex, Color: Natural 9XL - 10XL	Doz	NO	AWARD	NO	AWARD

Item 2. Thermal Bottoms (Unisex)

<b>Category IV. Item 2. Thermal Bottoms, Unisex, Color: Natural</b>							
Bid Item Number	OAKS Item ID Number	Description	UoM				
IV.2.a.		Thermal Bottoms, Unisex, Color: Natural SM-XL	Doz	NO	AWARD	NO	AWARD
IV.2.b.		Thermal Bottoms, Unisex, Color: Natural 2XL-4XL	Doz	NO	AWARD	NO	AWARD
IV.2.c.		Thermal Bottoms, Unisex, Color: Natural 5XL-8XL	Doz	NO	AWARD	NO	AWARD
IV.2.d.		Thermal Bottoms, Unisex, Color: Natural 9XL-10XL	Doz	NO	AWARD	NO	AWARD

**CONTRACT PRICES**

**CATEGORY V. RAINWEAR – Contractor: NO AWARD**

Item 1. Raincoat, All Purpose, Hooded

<b>Category V. Raincoat, All Purpose, Hooded, Color: Black</b>							
Bid Item Number	OAKS Item ID Number	Description	UoM				
V.1.a	No Award	Raincoat , Hooded, Black Size Reg XS - XL	Ea.	NO	AWARD	NO	AWARD
V.1.b	No Award	Raincoat , Hooded, Black Size Reg 2XL - 3XL	Ea.	NO	AWARD	NO	AWARD
V.1.c	No Award	Raincoat , Hooded, Black Size Reg 4XL - 5XL	Ea.	NO	AWARD	NO	AWARD
V.1.d	No Award	Raincoat, Hooded, Black Size Tall XL – 3XL	Ea.	NO	AWARD	NO	AWARD
V.1.e	No Award	Raincoat, Hooded, Black Size Tall 4XL – 5XL	Ea.	NO	AWARD	NO	AWARD
V.1.f	No Award	Raincoat , Hooded, Black, Addl Sizes (see below)	Ea.	NO	AWARD	NO	AWARD
V.1.g	No Award	Raincoat, Hooded, Black, Addl Tall Sizes (see below)	Ea.	NO	AWARD	NO	AWARD
Additional Sizes (regular) Offered: _____							
Additional Tall Sizes Offered: _____							

**CONTRACTOR INDEX PART A**

CONTRACTOR AND TERMS:

BID/CONTRACT NO.: RS900514-1

**MINORITY BUSINESS ENTERPRISE**

00000142092  
Roger Elliott Company  
P.O. Box 29665  
Columbus, OH 43229

DELIVERY: 21 Days A.R.O.

TERMS: Net 30 Days



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

CONTRACTOR'S CONTACT: Roger Elliott

Telephone: (614) 882-2783  
FAX: (614) 882-2781

Email: [rogerelliott@att.net](mailto:rogerelliott@att.net)

PLACEMENT OF PURCHASE ORDERS

Purchase Orders are to be FAX'ed to:

FAX: (614) 882 2781

AUTHORIZED FULFILLMENT HOUSE(S):

Bob Barker Company, Inc. Fuquay-Varina, NC

OAKS Item Identification Number: 17934, Freight on Less Than Minimum Orders

# PART B

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

PRIMARY CONTRACT No.: RS900514

UNDERGARMENTS, T-SHIRTS, THERMALS SOCKS AND RAINWEAR

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. RS901814 that opened on 12/11/13. Your company has been determined to be the lowest responsive and responsible and has been awarded a Contract for the item(s) listed therein. The bid response, to include the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Supplemental Requirements Contract. As indicated in the Invitation to Bid, any award(s) resulting from this bid will be incorporated into the above referenced Primary Requirements Contract. In the event that any of the terms, conditions or specifications of the Requirements Contract differ, the terms, conditions or specifications of this Supplemental Requirements Contract shall prevail.

This Supplemental Requirements Contract is effective beginning 02/01/14 and will expire on 01/31/17 unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Supplemental Requirements Contract is available to all state agencies, institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, when applicable. Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

The signed Supplemental Requirements Contract and Amendment(s) thereto, are available for review at and/or downloading from the DAS Web site at the following address:

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

Minority Business Enterprise Award in accordance with ORC CH. 125.081

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

## **CONTRACT SPECIAL TERMS AND CONDITIONS**

This is an add-on bid RS901814 which will become part of Contract RS900514.

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

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

**DELIVERY AND ACCEPTANCE:** Supplies will be delivered to the participating agency within twenty-one (21) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

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

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

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

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

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

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

**CONTRACT SPECIAL TERMS AND CONDITIONS (continued)**

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

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

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

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

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

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

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

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

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

**CONTRACT SPECIAL TERMS AND CONDITIONS (continued)**

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

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

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

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

**REFERENCE TO ALTERNATE TERMS:** Any reference which may appear on any price list, literature or specification sheet(s), to any terms and conditions such as "F.O.B Shipping Point" or "Prices Subject to Change", will not be part of any contract with the successful bidder and will be disregarded by the state of Ohio.

**SPECIAL CHARGES:** There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this bid or in any contract awarded pursuant to this bid. The contractor must provide merchandise/service in unit quantity(s) as indicated in the bid/bid response/contract.

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

**CONTRACT SPECIAL TERMS AND CONDITIONS (continued)**

**Bid Automobile Liability Checklist:**

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

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

**DISCLOSURE OF FULFILLMENT HOUSES:**

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

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

If you answered yes above, complete the following information.

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

Allstate Industrial Inc. 5022 Lorain Avenue Cleveland, OH 44102  
Roger Elliott Company P.O. Box 29665 Columbus, OH 43229

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

Allstate - Delta 370, Gildan / Roger Elliott – Bob Barker Company 7925 Purfoy Rd. Fuquay-Varina, NC27526 USA

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

Allstate Industrial, Inc. 5022 Lorain Ave Cleveland, OH 44102, Delta Apparel – J.D. Yarnell Industrial Pkwy, Clinton, TN 37716

/I-Stop 2686 North Ridge Dr. N. Grand Rapids, MI 49544 – Roger Elliott – Bob Barker Company 7925 Purfoy Rd. Fuquay-Varina, NC 27526 USA.

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

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

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

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

**CONTRACT SPECIAL TERMS AND CONDITIONS (continued)**

**DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):**

List names of subcontractors who will be performing work under the Contract. (For Allstate Industrial, Inc.)

_____	_____
N/A	N/A
_____	_____
_____	_____

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

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

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

**STIPULATED WEIGHTS AND BLENDS:** Where a weight is referenced, whether on a per square or linear yard of material or per piece or package of an item basis, the weight shall be considered the minimum acceptable weight. Where blends of material are referenced, such as "50/50 Polyester/Cotton" or "88/12 Nylon/Lycra" such blend shall be a reference point. Minor variations from the stated blend will be considered. [A minor variation will generally be within +/- 10% of the stated blend.] If multiple blends are referenced for a product, these shall constitute the minimum and maximum acceptable range, with no variation above or below the range.

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

## BID SPECIFICATIONS

### V. Scope

These specifications cover the purchase of T-Shirts, Thermals, Socks and Rainwear specified below for general purpose use by state agencies, state institutions of higher education and properly registered members of DAS' Cooperative Purchasing Program.

### VI. Requirements

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

### VII. Item Categories

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

### VIII. Item Specifications

#### F. Category IA. T-SHIRTS

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

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

G. Category IIA. Socks

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

**BID SPECIFICATIONS (continued)**

H. Category IIIA. Thermals

3. Thermal Tops (Unisex) Long Sleeve
  - a. Fabric: 60% Cotton / 40% Polyester Waffle Weave Thermal Knit
  - b. Fabric Weight: 4.4 Ounces Per Sq. Yd. minimum
  - c. Pre-Shrunk, Machine Washable
  - d. Rib Knit Cuffs and Crew Neck
  - e. Double Needle or Equivalent Hem and Seams
  - f. Color: Natural
  - g. Sizes: Regular, Small through 6XLarge and 8XLarge \*
  - h. Pricing: Per Dozen, Like Size
  
4. Thermal Bottoms (Drawers) (Unisex)
  - a. Fabric: 60% Cotton / 40% Polyester Waffle Weave Thermal Knit
  - b. Fabric Weight: 4.4 Ounces Per Sq. Yd. minimum
  - c. Pre-Shrunk, Machine Washable
  - d. Ankle Length with Rib Knit Cuffs
  - e. Heavy Duty Elastic Waistband
  - f. Double Needle or Equivalent Hem and Seams
  - g. Color: Natural
  - h. Sizes: Regular, Small through 6XLarge and 8XLarge \*
  - i. Pricing: Per Dozen, Like Sizes

I. Category IVA. Rainwear

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

\* Changed to issue an exception to the Contract Specifications to remove size 7XLarge thermal tops and bottoms which are no longer offered by the manufacturer, effective with all orders placed on or after 09/16/16.

Bidders are requested to complete the following:

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

The foregoing will not be a part of the bid specification

**CONTRACT PRICES**

**CATEGORY IA. T-SHIRTS - CONTRACTOR: ALLSTATE INDUSTRIAL, INC. OAKS VENDOR ID #: 000065321**

Item 1. Men's T-Shirts

Category IA. Item 1. Men's T-Shirts - Preshrunk 100% Cotton Ring Spun White							
Bid Item Number	OAKS Item ID Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg. Item#	Price per Doz. (\$USD)
IA.1.a	25579-25582	T-Shirts, White, Size SM - XL	Doz	4500	Delta Pro Wt.	11730	\$ 17.38 *
IA.1.b.	25583-25584	T-Shirts, White, Size 2XL - 3XL	Doz	8500	Delta Pro Wt.	11730	\$ 29.74 *
IA.1.c.	25586 & 25647	T-Shirts, White, Size 4XL - 5XL	Doz	950	Delta Pro Wt.	11730	\$ 38.20 *

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

Category IA. Item 2. Men's T-Shirts - 100% Cotton Jersey Active Wear (Colors)							
Bid Item Number	OAKS Item ID Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg. Item#	Price per Doz (\$USD)
IA.2.a.	25587-25590	T-Shirt Active Wear Cotton Jersey SM - XL	Doz	450	Delta Pro Wt.	11730	\$ 28.60 *
IA.2.b	25591-25592	T-Shirt Active Wear Cotton Jersey 2XL-3XL	Doz	800	Delta Pro Wt.	11730	\$ 49.80 *
IA.2.c.	25593-25594	T-Shirt Active Wear Cotton Jersey 4XL-5XL	Doz	100	Delta Pro Wt.	11730	\$ 56.58 *
Required Colors: White, Gray, Navy Blue, Light Blue, Charcoal, Forest Green, Black, Maroon, Orange, Pink, Indigo Blue, Red							
Contractor Additional Colors Offered: Purple, Gold, Dark Brown, Moss							

**CATEGORY IIA. SOCKS - CONTRACTOR: ROGER ELLIOTT COMPANY OAKS VENDOR ID #: 0000142092**

Item 1. Tube Socks

Category IIA. Item 1. Tube Socks 80% Cotton / 20% Polyester, White							
Bid Item Number	OAKS Item ID Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg. Item#	Price per Doz (\$USD)
IIA.1.a	17378	Tube Socks, White, Sizes 10 - 13	Doz	5000	Bob Barker	1700-W	\$ 5.10
IIA.1.b	17379	Tube Socks, White, Sizes 14 - 16	Doz	100	Bob Barker	WTS16	\$ 5.75

\* Issued to adjust prices (increase and decrease) per amendment # 4 effective with orders placed on or after 03/16/15.

**CONTRACT PRICES**

**CATEGORY IIA. SOCKS (Continued)**

Item 2. Crew Socks

Category IIA. Item 2. Crew Socks 80% Cotton / 20% Polyester, White							
Bid Item Number	OAKS Item ID Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg Item#	Price per Doz (\$USD)
IIA.2.a.	17380	Crew Socks, White, Sizes 10 - 13	Doz	12200	Bob Barker	WC	\$ 4.65

Item 3. Sport Socks

Category IIA. Item 3. Sport Socks, 80% Cotton / 20% Polyester or Man Made fiber, White							
Bid Item Number	OAKS Item ID Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg Item#	Price per Doz (\$USD)
IIA.3.a.	17381	Sport Sock, White, One Size Fits All	Doz	150	Bob Barker	M4595	\$ 4.30

Item 4. Women's Double Roll Ankle Socks

Category IIA. Item 4. Women's Double Roll Ankle Socks, White							
Bid Item Number	OAKS Item ID Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg Item#	Price per Doz (\$USD)
IIA.4.a.	17382	Women's Double Roll Ankle Sock White, One Size fits All	Doz	600	Bob Barker	A4595	\$ 4.45

**CATEGORY III. THERMALS - CONTRACTOR: ROGER ELLIOTT COMPANY OAKS VENDOR ID #: 0000142092**

Item 1. Thermal Tops (Unisex)

Category III. Item 1. Thermal Tops, Unisex, Color: Natural							
Bid Item Number	OAKS Item ID Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg Item#	Price per Doz (\$USD)
IIIA.1.a.	25595-25598	Thermal Tops, Unisex, Color: Natural SM-XL	Doz	50	Bob Barker	63 + Size	\$ 29.00
IIIA.1.b.	25599-25601	Thermal Tops, Unisex, Color: Natural 2XL - 4XL	Doz	120	Bob Barker	63 + Size	\$ 35.45
IIIA.1.c.	25602-25605	Thermal Tops, Unisex, Color: Natural 5XL- 6XL & 8XL*	Doz	130	Bob Barker	63 + Size	\$ 42.85

\* Changed to remove Size 7XL Thermal Tops from this Contract per Amendment #5, effective 09/16/16.

**CONTRACT PRICES**

**CATEGORY III. THERMALS (Continued)**

Item 2. Thermal Bottoms (Unisex)

Category III. Item 2. Thermal Bottoms, Unisex, Color: Natural							
Bid Item Number	OAKS Item ID Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg Item#	Price per Doz (\$USD)
IIIA.1.a.	25606-25609	Thermal Bottoms, Unisex, Color: Natural SM-XL	Doz	50	Bob Barker	112 + Size	\$ 28.50
IIIA.1.b.	25610-25612	Thermal Bottoms, Unisex, Color: Natural 2XL-4XL	Doz	140	Bob Barker	112 + Size	\$ 30.45
IIIA.1.c.	25613-25616	Thermal Bottoms, Unisex, Color: Natural 5XL-6XL & 8XL *	Doz	150	Bob Barker	112 + Size	\$ 36.10

**CATEGORY IVA. RAINWEAR - CONTRACTOR: ALLSTATE INDUSTRIAL, INC. OAKS VENDOR ID #: 0000065321**

Item 1. Raincoat, All Purpose, Hooded

Category IVA. Raincoat, All Purpose, Hooded, Color: Black							
Bid Item Number	OAKS Item ID Number	Description	UoM	Estimated Annual Use (UoM)	Manufacturer	Mfg Item#	Price per Ea. (\$USD)
IVA.1.a	25617-25621	Raincoat , Hooded, Black Size Reg XS - XL	Ea.	60	Neese	1650	\$ 9.00
IVA.1.b.	25622 & 25624	Raincoat , Hooded, Black Size Reg 2XL - 3XL	Ea.	100	Neese	1650	\$ 9.50
IVA.1.c.	25625-25626	Raincoat , Hooded, Black Size Reg 4XL - 5XL	Ea.	35	Neese	1650	\$ 9.85
IVA.1.d	25628-25630	Raincoat, Hooded, Black Size Tall XL – 3XL	Ea.	10	Neese	1790	\$ 14.50
IVA.1.e.	25627	Raincoat , Hooded, Black, Additional Sizes Reg 6XL	Ea.		Neese	1650	\$ 9.85
IVA.1.f.	25631-25636	Raincoat, Hooded, Black, Additional Tall Sizes SM, M, L, 4X, 5X, 6X	Ea.		Neese	1790	\$ 14.50
Additional Regular Sizes Offered: 6XL							
Additional Tall Sizes Offered: Small, Med, L, 4XL, 5XL, 6XL							

\* Changed to remove Size 7XL Thermal Bottoms from this contract per Amendment #5, effective 09/16/16.

**CONTRACTOR INDEX PART B**

**CONTRACTOR AND TERMS:**

**BID/CONTRACT NO.:** RS900514-1

**MINORITY BUSINESS ENTERPRISE**

00000142092

Roger Elliott Company  
P.O. Box 29665  
Columbus, OH 43229

**DELIVERY:** 21 Days A.R.O.

**TERMS:** Net 30 Days



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

**CONTRACTOR'S CONTACT:** Roger Elliott

Telephone: (614) 882-2783

FAX: (614) 882-2781

Email: [rogerelliott@att.net](mailto:rogerelliott@att.net)

**PLACEMENT OF PURCHASE ORDERS**

Purchase Orders are to be FAXed to:

FAX: (614) 882 2781

**AUTHORIZED FULFILLMENT HOUSE(S):**

Bob Barker Company, Inc. Fuquay-Varina, NC

OAKS Item Identification Number: 11441, Freight on Less Than Minimum Orders

**CONTRACTOR AND TERMS:**

**BID CONTRACT NO.:** RS900514-3

**MINORITY BUSINESS ENTERPRISE**



0000065321

Allstate Industrial  
5022 Lorain Avenue  
Cleveland, OH 44102

**DELIVERY:** 21 Days A.R.O.

**TERMS:** Net 30 Days

Encouraging Diversity Growth & Equity (EDGE)

**CONTRACTOR'S CONTACT:** Rafael Rivera

Telephone: (216) 939-8195

Toll Free: No Longer Available \*

FAX: (216) 939-8201

E-mail: [allstateinc@sbcglobal.net](mailto:allstateinc@sbcglobal.net)

**CONTRACTOR'S IT/MIS CONTACT:** Rafael Rivera

Telephone: (800) 939-8195

**AUTHORIZED FULFILLMENT HOUSE(S):**

Delta Apparel – J.D. Yarnell Industrial Pkwy Clinton, TN 37716 / I-Stop 2686 North Ridge Dr. N. Grand Rapids, MI 49544

OAKS Item Identification Number, Freight on Less Than Minimum Orders: 21383 (Allstate Industrial, Inc.)

\* Changed by Amendment #6, effective 02/01/17.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
6	02/01/17	This amendment is issued to renew this contract for twelve (12) months from 02/01/17 through 1/31/18 by mutual agreement of the parties.
5	09/16/16	This amendment is issued to remove size 7XL thermal tops and bottoms from the contract as an exception to the specifications. This size is no longer offered by the contractor, Roger Elliott Company's supplier.
4	03/16/15	This amendment is issued to adjust prices, (increase and decrease) on cotton white and cotton colored T-Shirts for the account of Allstate Industrial, Inc. on page # 30 of the contract effective with orders placed on or after 03/16/15.
3	02/26/14	This amendment is issued to correct the manufacturer's item number for women's sport bras on page 14 of the contract effective 02/26/14.
2	02/21/14	This amendment is issued correct a typographical error in the OAKS Vendor Identification Number for Allstate Industrial, Inc. on page 30 of this contract effective 02/21/14.
1	02/01/14	Issued to add the results of Add-On Bid RS901814 (Part B) to this contract effective February 1, 2014.