



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: T-SHIRTS, UNDERGARMENTS, SOCKS AND THERMALS, AND POLO SHIRTS

CONTRACT No.: RS900919

EFFECTIVE DATES: 02/01/19 to 01/31/22
Renewal through 01/31/24 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900919 that opened on 10/24/18, including the [Standard Terms and Conditions](#), revised 01/01/18; and Invitation to Bid No. RS901621 that opened on 12/28/20, including the [Standard Terms and Conditions](#), revised 05/15/20. 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.

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

* Denotes renewal through 01/31/24, per Amendment #3.

Signed: _____
Robert Blair, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Amendments to Contract Terms & Conditions	3
Bid Automobile Liability Checklist	16
Contract Award	3
Contractor Cost Allocation Categories	17 & 18
Delivery and Acceptance	3
Disclosure of Fulfillment Houses	16 & 17
Contractor Revenue Share	5 - 6
Cooperative Purchasing Contract	5
Customer Service and Delivery Notification	3
Disclosure of Subcontractors	16 & 17
Evaluation	3
eProcurement	6
Fixed Price with Economic Adjustment	4
Late Delivery Liquidated Damages	3
Minimum Order	4
Minority Business Enterprise (MBE) Set-Aside	3
Product Samples	4
References to Alternate Terms	6
Special Charges	6
Special Contract Terms and Conditions	3 - 6
Substitution of Items	6
Sweatshop Free	4
 <u>REQUIRED REPORTS</u>	
Contractor Quarterly Sales Report	5
Usage Reports	4
Specifications	7 - 10
Contractor's Index	19
 <u>CONTRACT ITEMS</u>	
Contract Prices	11 - 15

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

SPECIAL TERMS AND CONDITIONS

MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE: The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This 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-one (21) days after receipt of order. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

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

LATE DELIVERY LIQUIDATED DAMAGES: In accordance with the Standard Terms and Conditions Section VI. J. time is of the essence and on time delivery is a critical component of this bid/contract vital to the agencies which purchase materials using the contract and in the management of inventories and timely provision goods or services to their constituents. In accordance with the DELIVERY AND ACCEPTANCE clause, the required contract delivery term for this bid/contract is twenty-one (21) calendar days after the Contractor receives the participating agencies' purchase orders. If the Contractor is unable to meet that delivery period, the CUSTOMER SERVICE AND DELIVERY NOTIFICATION clause of this Contract provides a mechanism for Contractor(s) to adjust the delivery period with the prior agreement of the ordering agency. If, after that process is initiated, the contractor is unable to provide delivery as promised, the agency, at its discretion may invoke Section VI. 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.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible 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.

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 in each category by the price offered and then sum the resulting amount to determine the lowest cost responsive and responsible bidder by product category. The contract will be awarded to the lowest responsive and responsible bidder by product category.

SPECIAL TERMS AND CONDITIONS (Continued)

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.

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 the "Suspension/Termination" and the "Contract Remedies" sections of the "Standard Contract Terms and Conditions".

MINIMUM ORDER: The minimum dollar value of any order placed against a contract awarded pursuant to this Bid for Delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be less than two hundred (\$200.00) dollars. For orders less than this minimum, shipments will be made F.O.B. Destination, freight prepaid and added to the invoice. The receiving agency may require an exact copy of the freight invoice to substantiate any invoiced freight charges.

USAGE REPORTS: In addition to the Quarterly Sales Report described above, every six (6) months the contractor must submit a report (written or on electronic media in Excel format) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/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; walter.schneider@das.ohio.gov

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

SPECIAL TERMS AND CONDITIONS (Continued)

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

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

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

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

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

For same day or overnight deliveries:

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.

SPECIAL TERMS AND CONDITIONS (Continued)

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

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.

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 this Contract.

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 Contractor's Bid. 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 shall be considered a contract default.

ePROCUREMENT: This contract 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.

SPECIFICATIONS

I. Scope

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

II. Requirements

- A. Each item shall be packaged in accordance with standard industry practices and marked for the individual or ordering agency as ordered or specified on the purchase document(s).
- B. All garments shall be designed to withstand institutional laundering and shall be deemed "machine washable."
- C. All garments shall be "pre-shrunk" as appropriate. Residual Shrinkage shall not exceed 3%.
- D. All items shall be labeled, including care instructions where applicable, indicating size and all other information required by labeling laws.
- E. All items shall 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 will be suspended or terminated as a result.
- H. All items found to be defective, improperly sized or not in accordance with specifications, although accepted through oversight or otherwise, shall be replaced, repaired or altered at the expense of the contractor, including all transportation costs.
- I. Bidders must offer all colors specified. Bidders may offer additional colors; however additional colors will not be a part of the bid evaluation.
- J. 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.
- K. 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 an unfair 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.

III. Item Categories

- Category I. Short Sleeve T-Shirts
- Category II Undergarments
- Category III. Socks
- Category IV. Thermal Tops and Bottoms
- * Category V. Short Sleeve Polo Shirts

* Denotes addition of Category V, per Amendment #2.

SPECIFICATIONS (Continued)

IV. Item Specifications

A. Category I. Men's, Short Sleeve T-Shirts

1. 100% Cotton Jersey Knit - Pre-Shrunk
2. Crew Neck, Double Needle Hemmed Sleeve and Bottom
3. Taped Neck & Shoulders
4. Double Stitched, Reinforced Seams
5. Fabric Weight 4.3 Ounces per Square Yard, Minimum
6. Required Colors: White, Gray, Navy Blue, Light Blue Charcoal, Forest Green, Black Maroon, Orange, Pink, Indigo Blue, Red and any additional colors as offered.
7. Sizes: Men's Small through 8 Extra Large
8. Pricing: Per Dozen, Like Size and Color

B. Category II. Undergarments

1. Men's Boxer Shorts

- a. 60% Cotton / 40% Polyester, Woven, Pre-Shrunk
- b. Fabric Weight: 3.5 Oz. Square Yard, Minimum
- c. Heavy Duty Elastic Waistband, Attached with Four Rows of Stitching
- d. Fly Front
- e. 3 Panel Construction, No Center Seams
- f. Double Stitched and Tacked at Stress Points
- g. Sizes: Small through 10 Extra Large, must conform to sizing chart below
- h. Required Colors: White Only

2. Men's Briefs

- a. 60% Cotton / 40% Polyester Pre-Shrunk, Knit
- b. Fabric Weight: 3.5 Oz. per Square Yard, Minimum
- c. Knit Double Crotch
- d. Heavy Duty Waistband, Minimum one (1) inch wide
- e. Double Stitched and Reinforced Seams
- f. Color: White Only
- g. Sizes: Small through 10 Extra Large, must conform to sizing chart below
- h. Pricing: Per Dozen, Like Size

Men's Boxer Shorts and Briefs, Required Waist Sizes			
Size/Waist Size	Size/Waist Size	Size/Waist Size	Size/Waist Size
Small - 30" to 32"	Medium - 34" to 36"	Large - 38" to 40"	X Large - 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 Fabric Covered Leg and Waistband, Waistband Minimum 3/4 inch wide.
- d. Double Panel, Full Cotton Crotch
- e. Color: White Only
- f. Sizes Required: 5 – 16
- g. Pricing: Per Dozen, Like Sizes

SPECIFICATIONS (Continued)

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 Support Band
- d. Adjustable Straps
- e. Back Hook and Eye 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

CUP	Bra, Required Sizes											
	32	34	36	38	40	42	44	46	48	50	52	54
A	X	X	X	X	X	X	X					
B	X	X	X	X	X	X	X	X	X			
C	X	X	X	X	X	X	X	X	X	X	X	
D	X	X	X	X	X	X	X	X	X	X	X	X
DD	X	X	X	X	X	X	X	X	X	X	X	X

5. Women's Sport Bras

- a. Pull Over Style with No Metal or Plastic
- b. Wide, Non-Slip Straps
- c. Racer Style Back
- d. Cotton / Polyester / Lycra Spandex Blend, Pre-Shrunk
- e. Required Sizes SM – 5XL (32 – 54 A through D Cup as indicated below)
- f. Color: White Only
- g. Pricing: Per Dozen, Like Size

CUP	Sports Bra Required Sizes											
	32	34	36	38	40	42	44	46	48	50	52	54
A	S	M	L	XL								
B	S	M	L	XL	2XL	2XL	3XL	3XL	3XL	4XL	5XL	5XL
C					2XL	2XL	3XL	3XL	4XL	4XL	5XL	5XL
D					2XL	2XL	3XL	3XL	4XL	4XL	5XL	5XL

C. Category III. Socks

1. Crew Socks (Unisex)

- 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 Pairs, Same Size

SPECIFICATIONS (Continued)

2. Sport Socks (Unisex)

- 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 Pairs

3. Women's Double Roll Ankle Socks

- 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 Pairs

D. Category IV. Thermal Tops and Bottoms

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 Size

* E. Category V. Men's, Short Sleeve Polo Shirts

- a. 100% Cotton – Pre-Shrunk
- b. 3- Button Placket
- c. Pique Knit
- d. Welt-Knit Collar and Cuffs
- e. Required Colors: Light Blue, Yellow, Purple, Dark Green, Orange and any additional colors as offered
- f. Sizes: Men's Small through 5 Extra Large
- g. Pricing: Per Dozen, Like Size and Color

* Denotes addition of Category V specifications, per Amendment #2.

CONTRACT PRICES

* CATEGORY I. Short Sleeve T-Shirts: CONTRACTOR: Net PAC International, OAKS Supplier # 0000174282

OAKS Item #	UNSPSC	Description	Size	UoM	Manufacturer	Style/Item #	Price Per Doz. In \$USD
38965	531030	Men's Short Sleeve Crew Neck T-Shirts, 100% Cotton Jersey Knit, Required colors	SM-XL	Doz.	Gildan, Jerzees, Fruit of the Loom, Hilltop Sportswear	ZCTS(COLOR)-Size	\$ 27.75
38966	531030	Men's Short Sleeve Crew Neck T-Shirts, 100% Cotton Jersey Knit, Required colors	2XL-4XL	Doz.	Gildan, Jerzees, Fruit of the Loom, Hilltop Sportswear	ZCTS(COLOR)-Size	\$ 48.00
38967	531030	Men's Short Sleeve Crew Neck T-Shirts, 100% Cotton Jersey Knit, Required colors	5XL-6XL	Doz.	Gildan, Jerzees, Fruit of the Loom, Hilltop Sportswear	ZCTS(COLOR)-SIZE JZ-500TS-(COLOR)-SIZE	\$ 58.00
38968	531030	Men's Short Sleeve Crew Neck T-Shirts, 100% Cotton Jersey Knit, Required colors	7XL-9XL	Doz.	Hilltop Sportswear	JZ-500TS-(COLOR)-SIZE	\$ 59.60

Required Colors: Gray, Navy Blue, Light Blue, Charcoal, Forest Green, Black, Maroon, Orange, Pink, Indigo Blue, Red

Additional Colors Offered: Upon request and stock availability, additional colors may be available. Additional colors will only be available in Sizes Small through 6XL.

OAKS Item #	UNSPSC	Description	Size	UoM	Manufacturer	Style/Item #	Price Per Doz. In \$USD
38969	531030	Men's Short Sleeve Crew Neck T-Shirts, 100% Cotton Jersey Knit, White	SM-XL	Doz.	Bob Barker	683-Size	\$ 24.25
38970	531030	Men's Short Sleeve Crew Neck T-Shirts, 100% Cotton Jersey Knit, White	2XL-4XL	Doz.	Bob Barker	683-Size	\$ 31.82
38971	531030	Men's Short Sleeve Crew Neck T-Shirts, 100% Cotton Jersey Knit, White	5XL-6XL	Doz.	Bob Barker	683-Size	\$ 38.00
38972	531030	Men's Short Sleeve Crew Neck T-Shirts, 100% Cotton Jersey Knit, White	7XL-9XL	Doz.	Bob Barker	683-Size	\$ 43.70

* Denotes award of Category I, effective 02/15/21, as a result of supplemental bid RS901621, per Amendment #2.

CONTRACT PRICES

CATEGORY II. Undergarments: CONTRACTOR: Net PAC International, LLC, OAKS Supplier # 0000174282

1. Men's Boxer Shorts

OAKS Item #	UNSPSC	Description	Size	UoM	Manufacturer	Style/Item #	Price Per Doz. in \$USD
35244	531023	Men's Boxer Shorts, White	SM - XL	Doz.	Bob Barker	EBXLSQ-Size	\$ 13.40
35245	531023	Men's Boxer Shorts, White	2XL-4XL	Doz.	Bob Barker	EBXLSQ-Size	\$ 16.65
35246	531023	Men's Boxer Shorts, White	5XL - 7XL	Doz.	Bob Barker	EBXLSQ-Size	\$ 17,49
35247	531023	Men's Boxer Shorts, White	8XL - 10XL	Doz.	Bob Barker	EBXLSQ-Size	\$ 22.95

2. Men's Briefs

OAKS Item #	UNSPSC	Description	Size	UoM	Manufacturer	Style/Item #	Price Per Doz. in \$USD
35248	531023	Men's Briefs, White	SM - XL	Doz.	Bob Barker	EBRLS-Size	\$ 10.56
35249	531023	Men's Briefs, White	2XL-4XL	Doz.	Bob Barker	EBRLS-Size	\$ 12.90
35250	531023	Men's Briefs, White	5XL - 7XL	Doz.	Bob Barker	EBRLS-Size	\$ 14.60
35251	531023	Men's Briefs, White	8XL - 10XL	Doz.	Bob Barker	EBRLS-Size	\$ 16.00

3. Women's Briefs

OAKS Item #	UNSPSC	Description	Size	UoM	Manufacturer	Style/Item #	Price Per Doz. in \$USD
35252	531023	Women's Briefs, White	5 - 10	Doz.	Bob Barker	ELBLS-Size	\$ 8.35
35253	531023	Women's Briefs, White	11 - 16	Doz.	Bob Barker	ELBLS-Size	\$ 9.99

CONTRACT PRICES

CATEGORY II. Undergarments (Continued): CONTRACTOR: Net PAC International, LLC, OAKS Supplier # 0000174282

4. Women's Bras

OAKS Item #	UNSPSC	Description	UoM	Manufacturer	Style/Item #	Price Per Doz. in \$USD
35254	531023	Women's Bras, White, Sizes 32 - 44 A Cup, 32 - 48 B Cup, 32 - 52 C Cup	Doz.	Manhattan Hosiery	2424	\$ 21.10
35255	531023	Women's Bras, White, Size 32 - 54 D and DD Cup	Doz.	Manhattan Hosiery	2424	\$ 22.00

5. Women's Sport Bras

OAKS Item #	UNSPSC	Description	Size	UoM	Manufacturer	Style/Item #	Price Per Doz. in \$USD
35256	531023	Women's Sports Bras, All Cup Sizes as Specified, White	SM - XL	Doz.	Bob Barker	EBASPLS	\$ 19.99
35257	531023	Women's Sports Bras, All Cup Sizes as Specified, White	2XL - 5XL	Doz.	Bob Barker	EBASPLS	\$ 19.99

CONTRACT PRICES

CATEGORY III. Socks: CONTRACTOR: Net PAC International, LLC, OAKS Supplier # 0000174282

1. Crew Socks

OAKS Item #	UNSPSC	Description	Size	UoM	Manufacturer	Style/Item #	Price Per Doz. Pairs in \$USD
35258	531024	Crew Socks, White	10 - 13	Doz. Pairs.	Bob Barker	2700-W	\$ 4.57

2. Sport Socks

OAKS Item #	UNSPSC	Description	Size	UoM	Manufacturer	Style/Item #	Price Per Doz. Pairs in \$USD
35259	531024	Sport Socks, White	One Size Fits All	Doz. Pairs	Bob Barker	M4595	\$ 5.75

3. Women's Double Roll Ankle Socks

OAKS Item #	UNSPSC	Description	Size	UoM	Manufacturer	Style/Item #	Price Per Doz. Pairs in \$USD
35260	531024	Women's Double Roll Ankle Socks, White	One Size Fits all	Doz. Pairs	Bob Barker	A4595	\$ 5.23

CONTRACT PRICES

CATEGORY IV. Thermals CONTRACTOR: Net PAC International, LLC, OAKS Supplier # 0000174282

1. Thermal Tops

OAKS Item #	UNSPSC	Description	Size	UoM	Manufacturer	Style/Item #	Price Per UoM in \$USD
35261	461815	Thermal Tops, Unisex, Color: Natural	SM - XL	Doz.	Bob Barker	63-Size	\$ 31.58
35262	461815	Thermal Tops, Unisex, Color: Natural	2XL-4XL	Doz.	Bob Barker	63-Size	\$ 36.95
35263	461815	Thermal Tops, Unisex, Color: Natural	5XL, 6XL, 8XL *	Doz.	Bob Barker	63-Size	\$ 42.45

2. Thermal Bottoms

OAKS Item #	UNSPSC	Description	Size	UoM	Manufacturer	Style/Item #	Price Per UoM in \$USD
35264	461815	Thermal Bottoms, Unisex, Color: Natural	SM - XL	Doz.	Bob Barker	112-Size	\$ 28.60
35265	461815	Thermal Bottoms, Unisex, Color: Natural	2XL-4XL	Doz.	Bob Barker	112-Size	\$ 31.00
35266	461815	Thermal Bottoms, Unisex, Color: Natural	5XL, 6XL, 8XL *	Doz.	Bob Barker	112-Size	\$ 36.99

Contains recycled materials – Y/N N if Yes _____%. (Will not be part of the evaluation)

CATEGORY V. Short Sleeve Polo Shirts Net PAC International, LLC, OAKS Supplier # 0000174282

OAKS Item ID	UNSPSC	Description	Size	Estimated Annual Use by UoM	UoM	Manufacturer	Style/Item #	Bid Price Per UoM in \$USD
38973	531030	Men's Short Sleeve Polo Shirts, 100% Cotton Pique Knit, required colors	SM – XL	1	Doz.	Harriton	M200	\$ 118.95
38974	531030	Men's Short Sleeve Polo Shirts, 100% Cotton Pique Knit, required colors	2XL-5XL	1	Doz.	Harriton	M200	\$ 140.00
Required Colors: Light Blue, Yellow, Purple, Forest Green, Orange								

Additional Colors Offered by Bidder: Upon request and stock availability, additional colors may be available.

* Denotes removal of size 7XL for Thermal Tops and Thermal Bottoms.

BIDDERS SHALL COMPLETE THE FOLLOWING:

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

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

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES: List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

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

DISCLOSURE OF FULFILLMENT HOUSES:

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)

* _____

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

* _____

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

* _____

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

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

* Denotes termination of Allstate Industrial Inc., per Amendment 1.

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

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 after 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.

DISCLOSURE OF FULFILLMENT HOUSES: Net PAC International, LLC

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: 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, LLC 1209 Hill Road N#291, Pickerington, OH 43147

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

Bob Barker Company, Inc. Fuquay-Varina, NC, USA. * Brater Brothers Harrisburg/PA/USA

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

Net PAC International, LLC 1209 Hill Road N#291, Pickerington, OH 43147. * Bob Barker/Fuquay-Varina/NC/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. The State reserves the right to authorize or reject the use of any Fulfillment House. Prior removal from a contract or contracts may be cause for rejection.

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 after 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.

* Denotes updates to fulfillment house information, per Amendment #2.

NET PAC INTERNATIONAL, LLC COST ALLOCATION CATEGORIES

As a baseline for evaluation of price adjustment requests for this Contract, Bidders shall indicate the percentage of total costs for the following cost components. The sum of all percentages must equal one hundred percent. Bidders may add additional cost categories if appropriate. Failure to complete the following cost category information may render your bid not responsive.

Cost of Materials	Labor Cost	Utilities	Transportation	Other	Overhead
90%	5%	0%	5%	0%	0%

CONTRACTORS INDEX

CONTRACTOR AND TERMS:

BID/CONTRACT NO.: RS900919-2

MINORITY BUSINESS ENTERPRISE

00000174282

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

DELIVERY: 21 Days A.R.O.

TERMS: Net 30 Days
.



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

CONTRACTOR'S CONTACT: Colette Williams

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

Email: colette@netpacintl.com

PLACEMENT OF PURCHASE ORDERS

Purchase Orders are to be Emailed to:

colette@netpacintl.com

AUTHORIZED FULFILLMENT HOUSE(S):

Bob Barker Company, Inc. Fuquay-Varina, NC

OAKS Item Identification Number, Freight on Less Than Minimum Orders: 35278 (Net PAC International, LLC)

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
3	02/01/22	This amendment is issued to notify that as a result of mutual agreement between the State and the Contractor, this contract will be extended for a period of twenty-four (24) months, effective 02/01/22 through 01/31/24. Additionally, this amendment is issued to remove size 7XL as an option for Thermal Tops and Thermal Bottoms.
2	02/15/21	This amendment is issued to award product categories I and V, as a result of supplemental bid RS901621. Additionally, this amendment is issued to update the title of the contract to include the new product category, Polo Shirts.
1	11/27/20	This amendment is issued to terminate Allstate Industrial Inc. from this contract, effective 11/27/20. These items will be rebid at a future date. Agencies shall procure their needs for these supplies/services in accordance with Ohio Revised Code 125.05. This amendment is also issued to add the Summary of Amendments page.