

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER OT904912	OPENING DATE (1:00 p.m.) JANUARY 13, 2012	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. OPI029	BID NOTICE DATE DECEMBER 23, 2011	CONTRACTOR'S E-MAIL ADDRESS	

SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)

E-Mail Fax

In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days

PARTICIPATING AGENCY(IES): OHIO DEPARTMENT OF REHABILITATION AND CORRECTIONS, OHIO PENAL INDUSTRIES, 1221 MCKINLEY AVANUE COLUMBUS, OHIO 43222.

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

OHIO PENAL INDUSTRIES FURNITURE SYSTEMS AND MOVEABLE WALLS - UNFINISHED AND UNASSEMBLED

TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning 02/01/12 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 01/31/14 unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.

INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 02/2011, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: [Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#). All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.

By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.

Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.procure.ohio.gov/. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.

PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE
-------------------------	--	------

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to **"Excepted Products"**]

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____ (State) Canada Mexico (Go to B-1)
 Other: (Specify Country) _____ (Go to A-2)
2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
_____(Item) _____(Country of Origin)
_____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio. 
 Yes (Go to C) No (Go to B-2)
2. Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - a) Bidder has paid the required taxes due the state of Ohio Yes No
 - b) Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - c) Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - d) Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
3. Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
4. Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:

<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

1. review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
2. complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

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 45 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.

Chillicothe Correctional Institution
OPI-Chair Factory
15802 S. R. 104 North
Chillicothe, OH 45601
Brendee Billings: (740) 774-7080, Ext 2440

Warren Correctional Institution
OPI Metal Furniture
5787 S. R. 63
Lebanon, OH 45036
Phil Bush: (513) 932-3388, Ext 2107

Marion Correctional Institution
OPI-Metal Furniture Factory
940 Mason-Williamsport Road
Marion, OH 43302
Keith Shaw: (740) 383-1823

Madison Correctional Institution
1851 State Route 56
London, OH 43140-0740
Robin Jago: (740) 852-9777, Ext. 2420

OPI Modular Warehouse/OPI Furniture Fabrication
11437 State Route 762
Orient, OH 43146
Fred Redmon: (614) 554-4815

Deliveries: (All locations) Monday-Friday, 8:00AM-10:30AM and 12:30PM-2:30PM only. No exceptions. Deliveries must be completed by the designated end time (10:30AM and 2:30PM). (No State Holidays).

BID QUESTIONS OR CLARIFICATION. Information regarding submission of questions and clarifications for this bid is provided on page one (1) of the bid. Through the indicated inquiry closure date, bidders may visit the State Procurement website to post bid related questions at www.ohio.gov/procure. Answers to all bidder questions will be posted on the State Procurement website and linked to the bid number. The State will make every effort to respond to website inquiries within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective bidder shall respond to any verbal instructions or changes to this bid. Only communications issued by the Department of Administrative Services, State Procurement in the form of an addendum will be considered valid.

BID CONFERENCE: A bid conference will be held on Monday, January 9, 2012 at 4200 Surface Road, Columbus, Ohio 43228 in the Buckeye Conference Room to discuss the requirements of the bid. The conference will commence promptly at 9:00am, barring an unforeseen circumstance that results in a delay of the conference. Attendance will be taken. The state will not be responsible to a bidder for their failure to obtain information discussed during the bid conference due to their failure to attend and/or arriving after the conference has convened.

Please contact Cassity Butler by Friday, January 6, 2011 at 614-466-5108 during regular business hours to make arrangements for authorization to enter the facility.

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 ten (10) 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.

AUTHORIZED DISTRIBUTOR: All Bid submissions must include a letter from the manufacturer, on manufacturer's letterhead, that the Bidder is authorized to represent the manufacturer in this Bid effort. The letter must guarantee that all requirements of this Bid will be supported by the manufacturer to include, at least as a minimum: delivery of product within the specified time frame and compliance with all Bid specifications. Failure to submit the letter with the ITB may deem your Bid non responsive.

MULTIPLE AWARD CONTRACT BY CATEGORY: This bid is issued to establish a Multiple Award Contract (MAC) with manufacturers within each category. A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

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 ten (10) 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.

REFERENCES TO ALTERNATE TERMS: Any reference, which may appear on any price list or literature, 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(s) 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 in unit quantity(s) as indicated in the bid/bid response/contract.

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 indicated as Vendor's Minimum Order Quantity in the Bid Price section. No order shall be placed against a contract awarded pursuant to this bid for less than twenty-five (\$25.00) dollars.

ORDERS TOTALING LESS THAN STATED ITEM MINIMUM: Shipment is to be made by freight, parcel post, express or commercial package delivery, whichever is the most economical method for proper delivery of the item, F.O.B. destination. The cost of transportation from the vendor's address to the destination on such orders shall be prepaid and added to the invoice. Failure to provide or state a minimum order quantity shall be interpreted as no minimum order applies to any order.

CONTRACT AWARD: A contract will be awarded to one responsive and responsible bidder per manufacturer. Where two or more bidders offer the same manufacturer the contract will be awarded to the bidder offering the lowest prices or greatest discounts.

FIXED-PRICE WITH COST ADJUSTMENT: During the life of the contract, there may be a new catalog published and/or price list thereto. In this event, it will be necessary for the Contractor to supply the Office of Procurement Services with one (1) copy of each as applicable. Pricing contained in the new catalog and/or price list will become effective thirty (30) days after receipt of notice by the Office of Procurement Services. Thereafter, state agencies may obtain the new catalog and/or price list from the Contractor.

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 state agencies 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 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 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 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 following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Ohio Treasurer Kevin L. Boyce and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

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 terminate or cancel this Contract.

(The balance of the page is intentionally blank)

AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST

Reference: Supplemental Contract Terms & Conditions – Page 10, Article S-13

Automobile Liability: Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker, or Subcontractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

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 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.

_____	_____
_____	_____
_____	_____

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.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required “responsibility” analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service’s to serve as your Federal Taxpayer Identification Number.

INSURANCE REQUIREMENTS

Bidders should provide with their bid, documentation of the following insurance coverage's required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 (refer to the Bid Page One, link to Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions):

1. Ohio Workers' Compensation Certificate.
2. Employer's Liability (Stop Gap) insurance with limits of not less than one million (\$ 1,000,000.00) dollars.
3. Automobile Liability with limits in accordance with Federal and State laws.
4. Commercial General Liability (CGL) Insurance:
 - a. Limits of \$500,000.00 per occurrence.
 - b. Limits of \$1,000,000.00 annual aggregate.
 - c. To be compliant, the CGL policy must include the following three endorsements:
 - 1) a blanket waiver of subrogation.
 - 2) a statement that the Contractor's CGL coverage is primary over any other coverage.
 - 3) designate the state of Ohio as an additional insured.

Notice to Bidders regarding the certificates of insurance: If the Bidder does not currently carry the amounts of coverage and/or the required endorsements specified above, the Bidder should provide a letter from their insurance company stating that the Bidder's coverage will be increased to the specified amounts and/or the required endorsements will be added to the policy upon award of the ensuing Contract. The letter from the insurance company should also be submitted with the Bid.

Failure to submit the compliant insurance certificate or letter, as applicable, with the Bid may deem your bid not-responsive.

An updated insurance certificate, compliant with the requirements of the Contract Terms and Conditions, must be delivered to the Office of State Purchasing within ten (10) working days after notification of pending award. Failure to provide a compliant certificate within the stated timeframe will cause the State to deem the Bidder not-responsive and no further consideration for award will be given.

CONTRACTOR DISCLOSURE CERTIFICATION

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Page 8, Standard Contract Terms and Conditions, Section V, Item Q): Bidders seeking to enter into a supplies contract shall disclose the following:

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.

SPECIFICATIONS

- I. Scope: The purpose of this solicitation is to establish a contract for fixed pricing for the exclusive use by the Ohio Department of Rehabilitation and Correction, Ohio penal Industries (OPI) division, and awarded contractor(s) for the purchase of free-standing and fixed furniture components and related services for the use by the Ohio Penal Industries (OPI) in the manufacture, assembly and installation of contract furniture throughout the State of Ohio. OPI desires to develop a diverse line of furniture and to market same to its customers. In order to accomplish this goal, OPI intends to develop basic product lines on which all furniture product line expansion will be based. The successful contractor(s) shall be capable of supplying not only the initial products but matching components for future program expansion. OPI's manufacturing operation are used in the education, employment and training of offenders under the custody of the State of Ohio in support of successful re-entry programming.

No guarantee, expressed or implied, is made with respect to quantities of products which may or may not be purchased under and award made as a result of this invitation to bid.

Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, submissions which depart from or materially alter the terms, requirements or scope of work defined by this request will be rejected as being non-responsive.

- II. Requirements – Furniture: Prices quoted are net prices, FOB Destination, for component parts or completed sub-assemblies, including all foam (seating), hardware and fasteners for complete assembly and installation by OPI's offender workforce. As OPI's furniture business develops and experience with the product, production and marketing improves, OPI desires to purchase components requiring more labor-intensive activities, thereby increasing the number of meaningful work opportunities for the offenders involved in OPI's programs. Bid responses shall clearly state how each offering provides value-added assembly and/or manufacturing opportunities for offenders. This will be a multi awarded contract, based on each area or the contract as a whole. Initial product lines and services covered by this invitation to bid shall include, at a minimum, the following items:

- A. Category I: Seating - Wood and Non-Wood, Office and Institutional, all types, consisting of, but not limited to:

1. Executive Chairs
2. Management Chairs
3. Conference Room Chairs
4. Task Chairs
5. Shel I Chairs
6. Stacking and Ganging Chairs
7. Lounge and Reception Area Seating
8. Fixed Seating

- B. Category II: Office Furniture - Laminate-Covered Particle Board and Veneer-Covered Particle Board, consisting of, but not limited to:

1. Executive/Clerical Desks
2. Executive/Clerical Desks with Returns and/or Bridges
3. Reception Area Work Stations
4. Credenzas, Lateral Files, Vertical Files, Pedestals
5. Bookcases
6. Display Cases
7. Conference Tables
8. Risers/Hutches
9. Wardrobes
10. Fixed Counters and Cabinetry
11. Occasional Tables

- C. Category III: Table Bases & Accessories, where applicable, painted, unassembled, painted and unassembled, including but not limited to:

1. Where applicable, OPI reserves the right to provide laminate work surfaces, pricing for laminate, veneer or solid wood panels for horizontal work surfaces, as applicable, are to be supplied by all bidders.

2. Fixed Bases
 3. Flip-Top Bases
 4. Folding Bases and Aprons, where applicable
 5. Cafeteria Table Bases
 6. Adjustable Height Bases
- D. Category IV: Free-Standing Desking Systems
1. All components, including storage, overheads, electrical and data management systems and ergonomic accessories, associated with a bidder's complete desking system are to be provided finished, but unassembled, except where noted.
 2. Where applicable, OPI reserves the right to provide laminate work surfaces. Pricing for laminate, veneer or solid wood panels, vertical and horizontal, as applicable, are to be supplied by all bidders.
 3. Where applicable, OPI desires pricing for metal bases or frames unpainted and painted.
- E. Category V: Metal Storage Systems, painted assembled and unassembled and unpainted unassembled including but not limited to:
1. Vertical Files
 2. Lateral Files
 3. Multi-purpose Cabinets
 4. Kiosks
 5. Wardrobes
 6. Bookcases
 7. Pedestal Files
 8. Media Cabinets
 9. Library Storage Systems
 10. Design-Your-Own Configurable Storage Systems
- F. Category VI: Modular Office Systems and Accessories
1. All components, including but not limited to, storage, overheads and ergonomic accessories, electrical and data management systems, desk accessories and paper management systems, associated with a bidder's complete modular office systems are to be provided finished, but unassembled, except where noted. OPI reserves the right to purchase panel fabrics independently from this contract.
 2. Where applicable, OPI reserves the right to provide laminate work surfaces, pricing for laminate, veneer or solid wood panels, vertical and horizontal, as applicable, are to be supplied by all bidders.
 3. Where applicable, OPI desires pricing for metal items, unpainted and painted.
 4. Any component that will be used in the assembly of the panel systems shall bear the seal of approval of the Underwriters Lab (UL).
- G. Category VII: Ergonomic Accessories, including, but not limited to:
1. Articulating Arms
 2. Keyboard Platforms and Mouse Trays
 3. Monitor Mounts
 4. CPU Holders
 5. Task Lighting
 6. Mobile Workstations
 7. Footrests and Desk Risers
- H. Category VIII: Plastic Injection Mold Furnishings
1. Chairs
 2. Dayroom Furniture
 3. Specialty Table Tops
 4. Specialty Beds with rotomolded Vinyl and Foam Filling
- III. Marketing Requirements: The winning vendor(s) shall provide OPI, at no cost, comprehensive marketing materials, marketing resources and artwork to assist OPI in marketing these products and creating their own marketing materials.
- A. All finished products may be marketed and sold by OPI as OPI-branded products without any reference to the manufacturer.

- B. OPI may rename the finished goods to any legal name they may choose. Additionally, OPI may create literature with these products names and advertise the products under these names.
- C. OPI may sell the finished products, without restriction, to any legal entity in the United States as governed by the Ohio Revised Code.
- D. The winning vendor(s) shall provide to OPI, at no cost, comprehensive marketing materials, marketing resources and artwork to assist OPI in marketing these products and creating their own marketing materials.
- E. Additionally, vendor to provide demo products to OPI.

IV. Discounts: Volume discounts are to be applied against the price list submitted with the solicitation. All bidders must specify in writing that the prices quoted to OPI are the absolute lower prices for the same product being offered to similar customers.

V. Quantities: OPI reserves the right to order any quantity necessary to meet the requirements of OPI. No guarantee is made by OPI to purchase any amount of product from any awarded contractor as a result of any price agreement offered by the bidder and approved by the State of Ohio.

For bidding purposes, it is estimated that the total amount of volume to be generated as a result of this solicitation is \$3,000,000.00 annually. The State of Ohio shall not be bound by any maximum or minimum quantities.

VI. Types of Furniture

- A. Bidders shall specify in their response whether products are new or remanufactured. Refurbished items will not be considered. New furniture must be current production, not discontinued items.
- B. Bidders shall specify all finishes, including fabrics, available to OPI as included in their bid package.
- C. In the event items are added to the accepted contractor's lines during the life of the contract, said additional will be made available to OPI at the same discounts offered in the original bid package. All lines must be submitted in writing to the State of Ohio for approval, with a copy of the new catalog and price list.
- D. In the event awarded contractors have the ability to offer OPI custom designed and manufactured furniture to meet a particular customer's needs, these items will be made available to OPI at the same discounts offered in the original bid submission. Such inclusion shall become the exclusive right of OPI.

VII. Warranty Requirements: This contract provides value-added assembly and/or manufacturing opportunities for offenders. The awarded contractors shall provide a warranty on all parts as received against manufacturing defects for a period of at least five (5) years from the date of final customer's acceptance. Should a defect occur, the contractor shall repair or replace item(s) at no charge to the State of Ohio, Warranties covering a longer period of time are to be listed in the pricing section of the bid.

VIII. Technical Requirements: All products must be designed and engineered to meet or exceed all current, applicable ANSI-BIFMA standards or any update thereof. Prior to the award of any item in this contract, the State of Ohio may require bidders to provide copies of their ANSI-BIFMA testing reports. The State of Ohio shall bear no cost in obtaining such documentation. Vendor to provide weight ratings to seating options where applicable.

IX. Manufacturing and Installation Support Requirements

- A. Awarded contractors shall have available at no additional cost to OPI and engineering staff (CAD Design) to support operations in relation to manufacturing layout and ongoing manufacturing operations within OPI.
- B. Awarded contractors shall also have available at no additional cost to OPI technical staff to help in the design and fabrication of fixtures and tooling necessary to produce subassemblies and finished products.
- C. Design and development staff shall be available at no additional cost to OPI for any special product applications that OPI's customers shall require.
- D. Technical support shall be available at no additional cost to OPI for consultation with architects, designers, electricians and communications personnel.
- E. Awarded contractors shall supply at no additional cost to OPI control documents and in-house training to OPI staff and offenders on quality control procedures that will be required to produce and install both the subassemblies and finished products.
- F. Awarded contractors shall provide at no additional cost to OPI installation training to OPI staff and offenders.

X. Sales Support Requirements:

- A. Awarded contractors shall provide literature on all finished products to OPI at no additional cost.
- B. Awarded contractors shall provide sales and marketing training on an ongoing basis at no additional cost to OPI.

- XI. Office Design/CAD Service Requirements – Free Standing Desking Systems & Modular Office Systems
- A. The successful bidder will provide space planning training at no cost to OPI staff, offenders under the supervision of OPI, or agents authorized by OPI.
 - B. Design/Quoting Software: The successful bidder shall provide OPI, at no charge, with continuously updated design and quoting software that meets the following requirements:
 - 1. The design software shall be based on AutoCAD, and shall be compatible with AutoCAD release 2011 or later.
 - 2. The design software shall be enhanced with automated routines to make design of the software intuitive and straight forward. A simple block library is not acceptable.
 - 3. Individual furniture blocks shall be natively populated with 2D and 3D characteristics.
 - 4. Users shall be able to perform “one-click” exports of Bill of Material Information from AutoCAD into the quoting software provided.
 - 5. The quoting software shall be capable of producing an End-User Sales Quote. OPI shall be able to manage and manipulate their selling prices for furniture, including charges for Design, Delivery and Installation.
 - 6. OPI shall be able to use the software for managing component-level bill structures and creating factory orders for both OPI-manufactured and purchased components.
 - 7. OPI shall be able to create factory pick lists to include with shipments to assist with receiving and inventorying deliveries for accuracy.
- XII. Reconfiguration Services: OPI reserves the right to perform any reconfiguration services as requested by the end user for all products associated with this contract.
- XIII. Recycled Content/Green Initiatives: The awarded contractors shall be able to supply, upon request, the material origins and recycle content of all purchased components. Awarded contractors shall also be able to assist OPI in achieving GreenGuard Certification for indoor air quality and shall also be able to assist OPI when presenting the finished products to customers seeking LEED-certification on new projects.
- XIV. Mandatory Submittals: Failure to submit all items in this section shall result in rejection of the bid package in its entirety.
- A. Manufacturer’s Published Descriptive Literature and Price List: All bidders must provide the latest manufacturer’s product line bid. The price list shall include unit list price by component and subassembly for each product and number of components for each product, product identification code for each finished component part, a part-by-part component list showing factory number for each part and identifying multiple stages of completion. Lists of standard colors or finishes for each item shall also be included in this documentation.
 - B. Letter of Release: All bidders must provide a letter of release by an authorized official of the furniture manufacturer granting OPI the right to assemble, finish, install, market and sell the proposed product under OPI’s name without restrictions, royalties or licensing fees.
 - C. Statement of Compliance: All bidders must provide a notarized statement of compliance from the respective manufacturer for each product line being bid, certifying that the product has been designed and engineered to meet or exceed all appropriate established codes and standards regarding durability, performance and line safety, and to meet or exceed all current, applicable ANSI-BIFMA standards to updates thereof.
 - D. Agreement and Description of Technical Assistance: All bidders must provide a statement describing the level and extent of technical assistance for the development of the assembly operation at OPI’s production facilities, as well as, the marketing and packaging of the bidder’s product.
 - E. Agreement and Description of Design and Space Planning Training Services Free-Standing Desking Systems and Modular Systems: All bidders of Free-Standing Desking Systems and Modular Office Systems must provide a statement describing the level and extent of training OPI staff, offenders, and authorized agents in the utilization of the space planning software as provided as a part of their submission.
 - F. Manufacturer’s Assembly Time Study: All bidders must include one example of a manufacturer generated time study for the completion of the assembly process with anticipated learning curves for at least one complex product.

PRICING SCHEDULE

Bidders Name: _____
(As on front page of bid)

Manufacturer: _____

Indicate Bid Categories: _____
(pages 5 through 6)

1. Indicate the percent discount from list price from the most current manufacturer's published price list, F.O.B. prepaid destination for all categories listed below for full service (assembled). Complete the following:

Percent Discount From List Price If The List Price is under	\$50,000.00	_____ %
Percent Discount From List Price If The List Price is between	\$50,000.01 - \$100,000.00	_____ %
Percent Discount From List Price If The List Price is between	\$100,000.01 - \$150,000.00	_____ %
Percent Discount From List Price If The List Price is Over	\$150,000.01	_____ %
Percent Discount From List Price For Replacement Parts		_____ %

Indicate and Identify the location and date of the manufacturer's most current published price list:

_____.

2. Design and Consultation Services – Indicate an hourly quote for contractor provided auxiliary design, consultation and training services associated with the provision of the products offered above.* \$_____ / Hour
3. Indicate your minimum order size for FOB Destination, Freight Prepaid Orders: \$_____ / Order
(Refer to Minimum Order Clause, page four (4) of this ITB)*
4. List all lines, brands, styles, and product numbers, etc. covered by your bid response. Blanket listings of "all covered in pricing schedules" are not acceptable. This information will be used in validating requests for price increases. (use additional sheet(s) of paper as necessary).*

*CONTAINS RECYCLED MATERIALS - Y/N: _____.
IF SO _____%.

* Will not be a part of the evaluation.

BIDDER DISCLOSURE STATEMENTS:

The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the Contract, and the best interests of the State.

Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A	Has the Bidder and/or subject company had a contract cancelled for default or cause?		
B	Has the Bidder and/or subject company been assessed any penalties including liquidated damages, under any of its existing or past contracts with any organization or governmental entity?		
C	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?		
D	Has trading in the stock of the subject company ever been suspended? Give date and explanation.		
E	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?		
F	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?		
G	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company been convicted of a felony or is currently under indictment on any felony charge?		
H	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company had a finding for recovery action issued by the Ohio Auditor of State for a sum of funds due the state of Ohio?		

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. This completed form should be returned as part of the bid response. Failure to complete this page may deem your bid not responsive.

(The balance of the page is intentionally blank)