

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.		FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN)	
BID NUMBER OT903208	OPENING DATE (1:00 p.m.) JULY 25, 2007	BIDDER NAME	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 ATTN: BID DESK		STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
		CITY	STATE ZIP
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
REQ./INDEX NO. OPI029P	BID NOTICE DATE 07/06/07	CONTACT PERSON ()	FAX NO. ()
CONTRACTOR'S E-MAIL ADDRESS		IT/MIS CONTACT PERSON ()	IT/MIS TELEPHONE NO. ()
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> 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.			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>OHIO PENAL INDUSTRIES PANEL SYSTEMS AND MOVEABLE WALLS - UNFINISHED AND UNASSEMBLED</p> <p>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 <u>10/01/07</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>09/30/10</u> 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.</p> <p>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 06-01-07, 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.</p> <p>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.</p> <p>Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.</p>			
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. ADM3214 (Rev. 05-01-07)

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"**]

- 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)
- 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)
- 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):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio. 
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the State of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the State of Ohio Yes No
 - 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/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-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.state.oh.us/das/Eod/edge/Index.htm>

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

The Bidder being awarded the Contract must review the [Terrorist Exclusion List](#) and complete the [Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization \(DMA\)](#) form published by the Ohio Department of Public Safety/Ohio Homeland Security ([click on link to obtain form](#)). This form is to certify that the contractor does not provide material assistance to any organization on the United States, Department of State's terrorist exclusion list. The completion of this form is considered a Condition Precedent for Execution of a Contract. Failure to complete the certification 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 completed 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 forty-five (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.

Deliveries may be made to the following Ohio Penal Industries Locations:

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
Bob Stark: (740) 383-1823

Madison Correctional Institution
1851 State Route 56
London, OH 43140-0740
Rob Caudill: (740) 852-9777, Ext. 2620

Ross Correctional Institution
OPI Furniture Fabrication
16149 State Route 104
Chillicothe, OH 45601
Ron Warrens: (740) 774-7050, Ext. 2888

OPI Modular Warehouse
11437 State Route 762
Orient, OH 43146
Fred Redmon: (614) 866-2213

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.

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.

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MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the bid response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within seven (7) calendar days after notification, to the Office of State Purchasing. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed as not responsive and the bid response will be immediately disqualified with no further consideration given for potential awarding of the Contract.

For specific submission requirements, Bidders should refer to Specifications and Requirements and the Bid Submission Check List on page thirteen (13) of this ITB for a listing of those mandatory submissions due with the bid response and those other submissions that should be submitted with the bid response, but which do not become mandatory until requested during the bid evaluation period.

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). 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.

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

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 shall deem your Bid non responsive.

PROHIBITED ITEMS: Only those items as defined in the Scope on page five (5) of this bid shall be considered to be a part of the bid/contract. No additional items shall be sold.

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 (7) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. 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.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will award up to a maximum of three (3) manufacturers.

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.

USAGE REPORTS: Every three (3) months the contractor must submit a report (written or in Microsoft Excel format on disk or in Microsoft Excel format via email) 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: Walter E. Schneider; walter.schneider@das.state.oh.us

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SPECIFICATIONS

- I. Scope: The purpose of this solicitation is to establish a contract between Department of Rehabilitation And Corrections, Ohio Penal Industries (OPI) and awarded contractors for the purpose of forming a partnership to facilitate the agency rehabilitation program. This is to be accomplished by awarded manufacturers providing unfinished raw materials and component parts for various office panel systems as outlined herein. These systems may be finished and will be installed throughout state agencies by OPI personnel. The program is to include the following components:
- A. Moveable walls, floor to ceiling full height
 - B. Stackable commercial office systems furniture to include all normal accessories that are to be attached to the panel systems.
 - C. Manufacturing drawing and material specifications for component pieces
 - D. Detailed component and kit pricing for systems part furnished
 - E. Detailed list of system's components for manufacture by OPI.
 - F. Design and consultation services.
- II. Requirements
- A. Moveable wall, floor to ceiling, full height and stackable commercial office systems (panel systems):
 - 1. A comprehensive listing of the offered system's components, parts, options and accessories available for purchase.
 - 2. The awarded contractors shall provide a listing of the offered system's component parts for manufacture by OPI.
 - 3. The awarded contractors shall provide manufacturing drawings and material specifications for all component parts to be produced by OPI upon agreement by OPI and awarded contractor (for system selected).
 - 4. The awarded contractors, upon request, shall provide a listing of vendors used for procurement of raw materials and/or purchased products.
 - 5. The awarded contractors shall provide initial training as required to OPI staff and workers for:
 - a. Sales and marketing of the proposed systems.
 - b. Installation and set of the selected systems (upon request by OPI).
 - c. Set-up and routings for the manufacture of components.
 - d. CAD operators of the software program.
 - 6. The awarded contractors must include OPI in the offering in selected systems.
- III. Components (Panel Systems)
- A. Office Systems Furniture: Interconnecting and modular in nature. Designed to satisfy space and human requirements and shall include panel based and desk based systems.
 - B. Panels and Partitions: Panels and/or partitions offered may include acoustical and non-acoustical, one sided acoustical, acrylic, safety glazed, open, tackable and non-tackable, electrified and non-electrified, with or without raceways, with or without doors.
 - C. Shelves and Cabinets: The furniture system shall include shelves and cabinets. The shelves and cabinets must be designed for use within the office system not as a freestanding unit from a different product/model line.
 - D. Lateral Files and File Bins: Panel supported lateral files and file bins may be offered.
 - E. Replacements: The replacement of panels and partitions in existing systems. Replacement may consist of whole panel systems, work surfaces/areas or portions thereof. Replacement may be one brand for another or of the same brand. Modular systems as defined are included as a replacement.
 - F. Add-on: The addition of panels and partitions and/or office systems furniture to an existing system.

SPECIFICATIONS (Cont'd)

- G. **Lighting:** The furniture system shall include task lighting. Task lights shall be capable of being mounted beneath the shelf or cabinet. Articulated arm, task lights, which are panel, mounted, ambient lights and under counter or panel mounted lights are also acceptable. Variable intensity and adjustable task lights are also acceptable. All lights offered shall be UL approved. Task lights shall have individual on/off switches and shall be equipped with diffusion lens to provide glare free light. Lights shall be shielded to prevent direct viewing of the lamp or bulb at eye level from a seated position.
- H. **Electrical System:** The furniture system shall have an electrical system capable of distributing electrical service from a central feed point. The system shall provide access to electrical power through receptacles located in the panel raceway. The system may include desk height or desk mounted receptacles. All electrical components shall be UL listed and labeled.
- I. **Panel Frames:** The panel frames should not be less than 14 gauge steel, with a thickness of not less than 3 inches and the interior cavity not less than 1 5/8 inch.

IV. **Applicable Documents:**

- A. National Fire Protection Association (NFPA) Standard No. 255
- B. ATSM Standard E-84 Surface Burning Characteristics of Building furniture
- C. Underwriters Laboratories (UL) Standard No. 723
- D. Underwriters Laboratories (UL) standard No. 1286
- E. ANSI/BIFMA X5.6-1986
- F. ANSI/HFS 100 1988

V. **Where applicable, materials/fabrics used must comply with the following requirements:**

- A. **Panel Flammability:** The entire assembled panel shall meet or exceed the flammability requirements as put forth by either ASTM Standard E-84 or UL Standard No. 723 or NFPA Standard No. 255.
- B. All electrical components shall be UL listed and labeled or tested and labeled by other independent testing laboratories using recognized industry standard.
- C. **Panel Electrical System:** The panel electrical system shall meet or exceed the requirements of UL Standard 1286. Electrical and telephone wiring shall be virtually unexposed.
- D. Panel and Panel Supported Components shall meet or exceed the requirements of ANSI/BIFMA X5.6-1986.

VI. The contractor guarantees that the equipment is standard new equipment, latest model of regular stock product with all parts regularly used with equipment or as specified in this solicitation. Also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

VII. **Royalty:** The Ohio Department of Rehabilitation and Corrections, Ohio Penal Industries, will pay a royalty of 5% for any manufacturing / reproduction of parts using awarded contractors specifications with manufacturer's approval. The contractor must show ownership of rights.

VIII. **Additional Requirements:**

- A. **Fabric:** All fabric is to be shipped unattached to panel systems.
- B. **Components:** Only complete component systems will be evaluated. Bid responses for separate component items (lateral files, lighting, work surfaces, etc.) only will not be evaluated. Bidders responding with separate components only will be deemed non responsive.
- C. **Maximum Order Limit (MOL):** Any one-purchase order valued at \$150,000 or greater will have net pricing negotiated by Office of State Purchasing (OSP) and Ohio Penal Industries (OPI).

PRICING SCHEDULE

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

Manufacturer: _____

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	_____	Refer to MOL** %
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 Delivered, 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).

During Fiscal 2006 the state spend on this contract exceeded \$4,000,000. During fiscal 2007 spend was \$2,200,000. Going forward the state expects the total purchase volume on this contract to approximate recent experience depending upon the pricing on the final award(s). This statement is provided as information for prospective bidders and in no way warrants, guarantees or commits the state to a specific purchase volume for this contract.

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

* Will not be a part of the evaluation.

****MOL** See Page # 7, VIII Additional Requirements C Maximum Order Limit (MOL).

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.

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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.

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.

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FEDERAL TAXPAYER IDENTIFICATION FORM W-9

Notice to Bidders

All Bidders should download the attached Federal Taxpayer Identification W-9 Form and submit it as part of their bid response. The W-9 form must be completed and must display an original signature. Copied or stamped signatures are not acceptable.

To download the W-9 form from your internet explorer:

- type: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- under IRS Resources, select Forms and Publications
- select Download by Form and Instruction Number
- from the list of PDF files, select Item 1105, Form Number W-9
- download, complete the form, submit with the bid response

This completed form should be returned as part of the bid response. Failure to complete this page may deem your bid not responsive.

This requirement applies to all Bidders: Bidders who have not previously done business with the State as the awardee of an Office of State Purchasing competitively bid Invitation to Bid, Request for Proposal, or State Term Schedule and also to currently awarded contractors as well. The DAS Central Accounting System requires that all contractor W-9 forms be periodically updated by submission of a new form.

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BID SUBMISSION CHECK LIST

*** MANDATORY SUBMITTALS TO ACCOMPANY THE BID RESPONSE**

<u>SUBMITTED</u>	<u>SUBMITTAL DESCRIPTION</u>	<u>PAGE REFERENCE</u>
_____	BID COVER PAGE, SIGNED IN BLUE INK	PAGE 1
_____	BUY OHIO & DOMESTIC PREFERENCES	PAGE 2
_____	AUTHORIZED DISTRIBUTOR	PAGE 4
_____	BID PRICE PAGE	PAGE 8

**** SUBMITTALS REQUIRED DURING THE EVALUATION PROCESS**

_____	AUTO LIABILITY INSURANCE CHECKLIST ***	PAGE 9
_____	INSURANCE REQUIREMENTS ***	PAGE 10
_____	CONTRACTOR DISCLOSURE CERTIFICATIONS	PAGE 10
_____	BIDDER DISCLOSURE STATEMENTS	PAGE 11
_____	FEDERAL TAXPAYER IDENTIFICATION FORM W-9	PAGE 12
_____	DECLARATION REGARDING MATERIAL ASSISTANCE OR NON-ASSISTANCE TO A TERRORIST ORGANIZATION	PAGE 2

- * Mandatory submissions must be submitted with the bid response. Refer Bid Page 3, Mandatory/Required Submissions.
- ** Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within ten (10) calendar days after notification, to the Office of State Purchasing. Refer Bid Page 3, Mandatory/Required Submissions.
- *** Submit an Acord Certificate or similar certificate from your insurance agent/carrier showing compliance with the required coverage amounts.