

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 OT903708	OPENING DATE (1:00 p.m.) AUGUST 24, 2007	BIDDER NAME	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 ATTN: BID DESK		STREET ADDRESS Check if remit address is different and list on separate sheet	
		CITY	STATE ZIP
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
REQ./INDEX NO. OPI061P	BID NOTICE DATE 07/31/07	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, OHIO REFORMATORY FOR WOMEN, 1479 COLLINS, MARYSVILLE, OH 43040			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>SOCK MATERIAL AND YARN</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>11/01/07</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>10/31/10</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 08-01-07, 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. 08-01-07)

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 (DMA)

The Bidder being awarded this Contract must be registered with the Ohio Business Gateway (OBA) at <http://obg.ohio.gov> to file for DMA precertification; if you are not already registered you must:

- register with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov>;
- review the Terrorist Exclusion List at http://www.homelandsecurity.ohio.gov/DMA_Terrorist/terrorist_exclusion_list.pdf;
- complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf and submit this with your bid response.

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 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 30 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.

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 State Purchasing 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.

MANUFACTURER'S SPECIFICATIONS: Manufacturer's specification sheets are to be submitted with the bid for each item/manufacture bid. Specification sheets will be labeled with the name of the manufacturer, the style number, and the category bid. The state acknowledges that it may receive bids from multiple distributors bidding the same manufacturer's products. In such situations, specification sheets/samples may be submitted by manufacturer(s) on behalf of multiple distributors, provided that such specification sheets/samples are accompanied by written documentation, on manufacturer's letterhead, signed by an authorized representative of the manufacturer, listing the named distributor(s) for whom the specification sheets are provided. Any bidder not appearing on this listing and who have failed to furnish requested specification sheets/samples, may be considered not responsive.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within 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.

The outside of the shipping carton will be clearly marked samples with the bid number, opening date, and the alphabetical letter of each item bid.

If samples are to be returned you must include a self-addressed return mailing label and sufficient postage for said samples. Failure to comply with the foregoing will result in the samples becoming the property of the state of Ohio. The samples of the successful bidder will be retained until the expiration of this contract.

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.

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RETURN GOODS POLICY: The state will apply the following policy to returned goods throughout the term of the contract. By its signature on the bid, the bidder acknowledges to have read, understood, and agrees with the following policy:

1. Returns generated by contractor error, over shipment, defective merchandise, unacceptable substitution, etc. will be returned to the contractor with no restocking charge to the ordering agency. At the option of the ordering agency, replacement merchandise will be shipped within fourteen (14) days of notification. All freight will be borne by the contractor.
2. Except as provided in (1), above, return of catalog stock merchandise more than six (6) months after receipt of order will be at the option of the contractor. Restocking charges can not exceed the contractor's published catalog restocking fee for such returns. The ordering agency will reimburse the contractor for original freight charges, if applicable, and will bear the freight cost for return of the goods.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated usage quantity times the quoted price to arrive at a line total per bidder. For a given bidder, the line total of all lines within a Category will be added together to determine a sum for the Category. The sum for all bidders within a Category will be compared.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by Category. Failure to bid all items within a Category may deem your bid non responsive. You may choose to "No Bid" any Category.

MINIMUM ORDER: No order will be placed against a contract awarded pursuant to this bid for less than twenty-five (\$25.00) dollars.

PLACEMENT OF ORDERS: Purchase orders for any item(s) listed in a contract awarded pursuant to this bid will be placed directly with the successful contractor(s) by the using agency. No order will specify delivery to exceed ninety (90) days beyond the expiration and/or cancellation date of the contract.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract price(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, once per year, effective on or after the contract anniversary date [date contract started] 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 or other timed deliveries, the increase will apply to all deliveries made after the effective date of the price increase.

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

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

USAGE REPORTS: Every six (6) 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

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.): [For Supplies only Bids]:

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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DISCLOSURE OF FULFILLMENT HOUSES:

[Fulfillment Houses are defined as follows: A third party that performs outsourced storage, order picking, packing, shipment and/or tracking activities for the Contractor.]

Bidders seeking to enter into a materials contract shall disclose the following:

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

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

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

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

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

DATA SHEET: Shown below are the specification requirements for the supplies that the state desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Director, Department of Administrative Services. Bidder signifies compliance or non-compliance with specifications by listing and outlining all deviations from specifications on company letterhead and returning it with the bid. Failure to comply may deem the bid not responsive.

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SPECIFICATIONS

I. Scope: The purpose of this solicitation is to establish a contract between the State of Ohio, Department of Administrative Services (on behalf of the Department of Rehabilitation And Corrections, Ohio Penal Industries (OPI)) and awarded contractors to provide raw materials for the OPI Sock Factory, which facilitates the Department's rehabilitation program. This is to be accomplished by awarded contractors/manufacturers providing unfinished raw materials and component parts for the manufacture of the finished product, as outlined herein. These raw materials will be finished and provided to other Ohio state agencies by OPI personnel. The resulting contract is to include the following components:

A. Ankle Sock Material

B. Crew Sock Material

C. Tube Sock Material

D. Toe-Closure Yarn

II. Material Specifications Categories:

Category A: Ankle Sock Material

1. 6-8 UNBLEACHED., 2", Full Ravel-Free Welt; Top 18.5 oz.; Reciprocated Heel and Toe; Ankle Crew; 9" Overall Length on 6-8 Board; 80% Cotton/20% Polyester;
2. 9-11 UNBLEACHED., 2", Full Ravel-Free Welt; Top 19.5 oz.; Reciprocated Heel and Toe; Ankle Crew; 13" Overall Length on 9-11 Board; 80% Cotton/20% Polyester;
3. 10-13 UNBLEACHED., 3", Full Ravel-Free Welt; Top 26 oz.; Reciprocated Heel & Toe; Ankle Crew; 16" Overall Length on 10-13 Board; 80% Cotton/20% Polyester;

Category B: Crew Sock Material

1. 6-8 UNBLEACHED., 5", 3X1 Rib Top, including 7/8" Ravel-Free welt; Top 21 oz., Reciprocated heel and tow; Crew; 12.5" overall length on 6-8 Board; 80% Cotton/20% Polyester;
2. 9-11 UNBLEACHED., 6", 3X1 Rib Top, including 7/8" Ravel-Free Welt; Top 23.1 oz.; Reciprocated heel and toe; Crew; 16.5" Overall Length on 9-11 Board, 80% Cotton/20% polyester;
3. 10-13 UNBLEACHED., 8" 1X1 Rib Top, including 1" Ravel-Free Welt, 26 oz., Reciprocated heel and toe; Crew; 21" overall length on 10-13 Board, 80% Cotton/20% Polyester;

Category C: Tube Sock Material

1. 10-13 UNBLEACHED., 6.5" 3X1 Rib Top, including 3/4" Ravel-Free Welt, 32 oz., Tube; 24.5" overall length on 10-13 Board, 80% Cotton/20% Polyester;

Category D: Toe Closure Yarn

1. Yarn is 2/50/17 SD, polyester, twist direction is "S", oil% is 3, breakpoint grams is 464.4; elongation % is 30.36, Tenacity GPD is 4.27, Denier is 108.7, Leeson shrinkage % is 48.05.

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PRICING SCHEDULE

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

UNSPSC Code	Description:	Estimated Annual Usage:	Price:	Mfg. # Per Case
Category A				
531024	6-8 UNBLEACHED., 2", Full Ravel-Free Welt; Top 18.5 oz.; Reciprocated Heel and Toe; Ankle Crew; 9" Overall Length on 6-8 Board; 80% Cotton/20% Polyester	4,500 DZ	\$ _____/DZ.	Item #: _____ Dz./Case: _____
531024	9-11 UNBLEACHED., 2", Full Ravel-Free Welt; Top 19.5 oz.; Reciprocated Heel and Toe; Ankle Crew; 13" Overall Length on 9-11 Board; 80% Cotton/20% Polyester	4,500 DZ	\$ _____/DZ.	Item #: _____ Dz./Case: _____
531024	10-13 UNBLEACHED., 3", Full Ravel-Free Welt; Top 26 oz.; Reciprocated Heel & Toe; Ankle Crew; 16" Overall Length on 10-13 Board; 80% Cotton/20% Polyester	15,000 DZ	\$ _____/DZ.	Item #: _____ Dz./Case: _____
Category B				
531024	6-8 UNBLEACHED., 5", 3X1 Rib Top, including 7/8" Ravel-Free welt; Top 21 oz., Reciprocated heel and tow; Crew; 12.5" overall length on 6-8 Board; 80% Cotton/20% Polyester	3,000 DZ	\$ _____/DZ.	Item #: _____ Dz./Case: _____
531024	9-11 UNBLEACHED., 6", 3X1 Rib Top, including 7/8" Ravel-Free Welt; Top 23.1 oz.; Reciprocated heel and toe; Crew; 16.5" Overall Length on 9-11 Board, 80% Cotton/20% polyester	3,000 DZ	\$ _____/DZ.	Item #: _____ Dz./Case: _____
531024	10-13 UNBLEACHED., 8" 1X1 Rib Top, including 1" Ravel-Free Welt, 26 oz., Reciprocated heel and toe; Crew; 21" overall length on 10-13 Board, 80% Cotton/20% Polyester	14,000 DZ	\$ _____/DZ.	Item #: _____ Dz./Case: _____
Category C				
531024	10-13 UNBLEACHED., 6.5" 3X1 Rib Top, including 3/4" Ravel-Free Welt, 32 oz., Tube; 24.5" overall length on 10-13 Board, 80% Cotton/20% Polyester	13,000 DZ	\$ _____/DZ.	Item #: _____ Dz./Case: _____
Category D				
111517	Yarn - 2/50/17 SD, polyester, "S" twist direction, 3% oil, 464.4 breakpoint grams; 30.36% elongation, 4.27 tenacity GPD, 108.7 denier, 48.05 % leeson shrinkage	500 Pounds	\$ _____/LB.	Item #: _____ LB./Case: _____

Please list all lines, brands, styles, and product numbers, etc. covered by your bid response. This information will be used in validating requests for price adjustments.

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

* Will not be a part of the evaluation.

AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST

Reference Supplemental Contract Terms and Conditions, Item # S-13.

AUTOMOBILE LIABILITY INSURANCE: 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 Sub Contractor 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.

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.): [For Supplies only Bids]:

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 non-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.

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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
_____	MANUFACTURERS SPECIFICATIONS	PAGE 3
_____	BID PRICE PAGE	PAGE 8

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

_____	SUBCONTRACTOR DISCLOSURE CERTIFICATIONS	PAGE 5
_____	DISCLOSURE OF FULFILLMENT HOUSES	PAGE 6
_____	AUTO LIABILITY INSURANCE CHECKLIST ***	PAGE 9
_____	INSURANCE REQUIREMENTS ***	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.

This checklist is provided solely for the bidder's benefit. Submission of the mandatory/required materials does not guarantee that the bidder will be deemed compliant with all of the specifications and requirements as stated in this bid. Completing this checklist does not absolve the bidder's responsibility to thoroughly review and understand all of the specifications and requirements as stated in this bid.