

# 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	OPENING DATE (1:00 p.m.)	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
OT905915	02/06/2015	CITY STATE ZIP	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1-( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. GDC055	BID NOTICE DATE	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)			
<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): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:			
<b>SERVICE AWARD PINS</b>			
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>March 1, 2015</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>February 28, 2018</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 agency.			
<a href="#">INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</a> , Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. 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.			
INQUIRIES: All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, <a href="http://www.procure.ohio.gov">www.procure.ohio.gov</a> . Click "Find it Fast," select "Doc/Bid/Schedule#" in Step 1, enter the Bid Number in Step 2, click "Find it Fast." The "Submit Inquiry" button is at the bottom of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.			
		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.



SPECIAL TERMS AND CONDITIONS

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

**DELIVERY AND ACCEPTANCE:** Supplies will be delivered to the participating agency within ten (10) 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.

**PRODUCT SAMPLES:** The bidder shall submit samples of the supplies being offered as part of the bid response. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. Failure to provide the samples with the bid response 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.

**DESCRIPTIVE LITERATURE:** The Bidder may be required to submit descriptive literature of the supplies 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 may deem the bidder not responsive.

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: multiply the estimated annual usage of each item by its corresponding unit price and add these totals together. Failure to bid all items may result in the bidder being deemed as not responsive.

**DIES:** During the term of an awarded contract, the awarded contractor may be required to manufacture new dies to insure the highest quality of workmanship possible. All dies manufactured as a part of fulfillment of an awarded contract pursuant to this bid shall become the property of the state of Ohio and shall be returned to the Office of State Purchasing upon expiration or cancellation of the contract. Bidders shall not submit separate pricing for the cost of the dies. All die costs are to be reflected in the unit price of the service pins. Bids containing separate pricing for the dies shall be deemed not responsive. Dies shall be replaced when the crispness of the lettering can no longer be maintained. Clear concise detail registration shall be maintained on all lettering and portions of the paranoiac view.

**PRE-PRODUCTION SAMPLES:** The contractor shall be required to submit, for approval, pre-production samples of the current design, within three (3) weeks of manufacture of new dies, to show quality and workmanship of pins to be delivered. Pins supplied under the contract shall be of the same quality and workmanship as the approved pre-production samples. Failure to maintain the same quality level shall render the contractor liable for any additional costs. All pre-production samples shall become property of the state of Ohio.

**FACILITY VISIT:** The Office of State Purchasing reserves the right to visit a bidder's/contractor's business location for determination of meeting bid requirements prior to an award or at any time during the duration of an awarded contract.

**FIXED-PRICE WITH ECONOMIC ADJUSTMENT:** The contract prices(s) will remain firm for the first six (6 ) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

SPECIAL TERMS AND CONDITIONS (cont.)

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".

**SPECIAL CHARGES:** There will be no assessments, up-charges, single item charge, surcharge, re-stocking fee, minimum order charge, nor will any additional charges be allowed that are not specifically mentioned under the provisions of the Instructions To Bidders And Contract Terms And Conditions, and the Special Contract Terms And Conditions contained in this bid and any ensuing contract awarded pursuant to this Invitation To Bid.

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

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

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

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

The Contractor must forward the Quarterly Sales Report to the following address:  
Department of Administrative Services  
Office of Finance  
30 E. Broad Street, 40<sup>th</sup> Floor  
Columbus, OH 43215

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

SPECIAL TERMS AND CONDITIONS (cont.)

**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.): [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.

**SPECIFICATION QUESTIONS:** Through the indicated inquiry closure date, Bidders may visit the State Purchasing website to post bid related questions at <procure.ohio.gov>. Answers to all Bidder questions will be posted on the State Purchasing website and linked to the bid number. The State will make every effort to respond to website inquires 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 Purchasing in the form of an addendum, will be considered valid.

**AUTHORIZED DISTRIBUTOR OR MANUFACTURERS REPRESENTATIVE:** Bidders responding to this ITB must be authorized distributors, manufacturers or representatives of manufacturers of the items bid. Bidders may be required to submit proof of the above. If requested, Bidders will have seven (7) calendar days to provide proof of the relationship. If requested Bidders shall submit certification attesting that they are the manufacturer or an authorized dealer, mill representative or broker of the products being bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized employee of the manufacturer.

## SPECIFICATIONS

### 1. SCOPE:

The purpose of this bid is to obtain a contractor to provide Service Pins to be given to state of Ohio employees in recognition of their years of government service. The specification covers the requirements of the Service Award Pins.

### 2. REQUIREMENTS:

#### a. Dies:

- i. All pins are to be manufactured from a casting die; not a stamping die.
- ii. The die cast will be three-dimensional.

#### b. Size:

- i. The pin shall be 5/8" ± .005" thick.
- ii. The finished pin, excluding gemstones and clutch back, shall weigh no less than 1.6 DWT.

#### c. Design:

- i. Seal: The seal shall show clearly all of the traditional details of the Great Seal of the State of Ohio; that is the sun, sun rays, hills, arrows, and shocked grain. The areas in between the sunrays and behind the arrows are to be pierced (cut-out). The Great Seal of the State of Ohio now depicts thirteen sunrays. See Exhibit 1. Drawing is furnished only to show general design, position of lettering, stones and layout.
- ii. Inscription: The inscription shall be in raised letters and shall say, "The Great Seal of the State of Ohio". The pin shall have sharp, crisp detail to allow the inscription to be read from a distance of 12-18 inches. The inscription shall be centered at the top of the circle, and the number of years (i.e. "5 years", "10 years", or "15 years") or the number of stones (i.e. 1 stone = 20 years, 2 stones = 25 years, or 3 stones = 30 years) shall be centered at the bottom of the circle. The appropriate number of years shall be supplied on the purchase order.

#### d. Gemstones:

- i. Gemstones shall be blood red, synthetic, full cut Garnet stones with 03 Carat weight.
- ii. Gemstones shall not be imitation stones cut or molded from glass.

#### iii. Placement:

1. 20 years – one stone centered at the bottom of the pin
2. 25 years – two stones with a star in between, centered at the bottom of the pin
3. 30 years – three stones centered at the bottom of the pin

#### e. Metal Quality: Pins shall be sterling silver as defined by industry standard.

#### f. Packaging: Individual plastic presentation boxes with foam padding and a plastic cover/lid to protect from tarnish.

#### g. Samples: Bidders may inspect a representative sample of the current pins by contacting Meredith Stang, Office of Procurement Services, 4200 Surface Road, Columbus, Ohio 43228-1395, (614)466-5108. Samples are not available for mailing. Samples available are for the purpose of showing detail work; placement of stones and clarify required and is not an actual representation of the required pin.

PRICE SCHEDULE

Bidders shall not insert unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of State Purchasing and not used in the evaluation and any subsequent award.

OAKS ITEM IDENTIFICATION NUMBER	ITEM	(A) ESTIMATED USAGE (2 Yr.)	(B) UNIT PRICE (EA)	(C) TOTAL
155	Pin, Service Award 5 Yr., Lapel Pin	900	\$	\$
5842	Pin, Service Award 10 Yr., Lapel Pin	1,500	\$	\$
156	Pin, Service Award 15 Yr., Lapel Pin	1,500	\$	\$
5843	Pin, Service Award 20 Yr., Lapel Pin	1,000	\$	\$
157	Pin, Service Award 25 Yr., Lapel Pin	900	\$	\$
158	Pin, Service Award 30 Yr., Lapel Pin	500	\$	\$

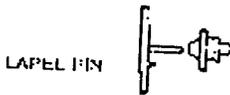
$$(A \times B) = C$$

EXHIBIT I

4"



.5"



Art work shown above is to show detail and general design and placement of gemstones only. Size of the pin is to be as previously stated in the bid.

EXHIBIT I (Cont'd)

4"



.5"



2"



1"

