INVITATION TO BID

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.

BID NUMBER: OT901021
DUE DATE: 08/05/2020

General Services Division
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395
Attn: Bid Desk

The Original Signed Bid must be submitted to the Office of Procurement Services by 1:00 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.

STATEMENT OF FACTS

The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating agency(ies). The agency(ies) may place orders against the 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 on 08/17/20 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 12/31/20 unless DAS terminates the Contract based upon reasons set forth in 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.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed twenty-four (24) months unless the Contracting Agency determines that additional renewal is necessary.

INSTRUCTIONS TO BIDDERS and STANDARD TERMS AND CONDITIONS, Revised 05/15/20, 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.

Contract Components. Once awarded, the Contract will consist of: the complete Invitation to Bid, including the Instructions to Bidders, the Standard Contract Terms and Conditions, any Special Contract Terms and Conditions, the bid specifications and any written addenda or amendments to the Invitation to Bid or Contract; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents (Contract).

INQUIRIES: All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, http://procure.ohio.gov/. Locate the “Quick Links” menu on the right, select “Bid Opportunities Search”; Step 1, enter the “Bid Number; Step 2, click “Search”; Step 3, click the “Document/Bid Number.” The “Submit Inquiry” button is at the bottom right 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)
CERTIFICATION STATEMENTS

Bidders claiming preference for Domestic Source End Products, the Ohio preference, and/or the Veteran Friendly Business Enterprise (VBE) must complete the following information. Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment. The state reserves the right to clarify any information during the evaluation process.

***BIDDERS MUST COMPLETE THE APPROPRIATE CERTIFICATION BELOW TO RECEIVE THE PREFERENCE.***

A. DOMESTIC PREFERENCE (BUY AMERICAN): Revised Code 125:11 and Administrative Code 123:5-1(K) [Not applicable to “Excepted Products”]

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?
   - United States: (State)  □ Canada  □ Mexico (Go to B-1)
   - Other: (Specify Country) (Go to A-2)

2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
   - Yes (Go to Section B-1)
   - No (Go to Section A-3)

3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy American Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

   

B. OHIO PREFERENCE (BUY OHIO): Revised Code 125:09 and Administrative Code 123:5-1-06

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
   - Yes  □ No (Go to B-2)

2. Bidder has significant economic presence within the state of Ohio. □ Yes (Answer a, b, c, d below) □ No (Go to B-3)
   a) Bidder has paid the required taxes due the state of Ohio  □ Yes  □ No
   b) Bidder is registered with the Ohio Secretary of State
   - Yes (Charter/Registration No.: )  □ No
   - Questions regarding registration should be directed to (614) 466-3910 or visit their web site at: http://sos.state.oh.us/
   c) Bidder has ten or more employees based in Ohio or border state. □Yes  □ No (Go to B-2d)
   d) Bidder has seventy-five percent or more employees based in Ohio or border state. □ Yes  □ No (Go to B-3)

3. Border state bidder:
   - Yes (Specify which state then go to B-2c): □ KY □ MI □ NY □ PA □ IN  □ No (Go to B-4)

4. Border state bidder: mined products mined in respective border state □ Yes  □ No  □ Not Applicable

C. VETERANS PREFERENCE (BUY VETERAN): Revised Code 9.318 and Administrative Code 123:5-1-16

Is the bidder a certified Veteran Friendly Business Enterprise as defined in Administrative Code 123:5-1-01(KK)
   - Yes  □ No
SPECIAL INSTRUCTIONS FOR BIDDERS

AMENDMENTS TO INSTRUCTIONS FOR BIDDERS: The following Amendments to the Instructions for Bidders do hereby become a part hereof. If an amendment conflicts with the Instructions for Bidders, the Amendment will prevail.

BID SUBMISSION: Failure to submit all required documentation with the Bid will deem your Bid not responsive.

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 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 shall submit descriptive literature of the supplies being offered as part of the bid response. The literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. The descriptive literature must provide verification that the product offered meets the specifications of the bid. Failure to provide the descriptive literature with the bid response will result in the bidder being deemed not responsive.

MANUFACTURER DOCUMENTATION: Manufacturer information for each product must be included with the bid. This includes, but is not limited to, the manufacturer name, location and where the item is being manufactured. The documentation must include a statement that the products offered meet all specifications and that the products will be delivered as specified in the Contract. The State may seek clarification or additional information for any manufacturer documentation submitted.

BIDDER QUALIFICATIONS/AUTHORIZED DISTRIBUTOR: Bidders must have access to a constant source of supply for the items listed, in order to make regular monthly deliveries. If the bidder is not the manufacturer of the goods offered, bidders 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 will deem the Bid not responsive.

SURETY BONDS: The Director of Administrative Services requires the Bidder to furnish a bid bond with a penal sum equal to 10% of the total bid price by line item to be supplied by the Bidder. Upon award, a performance bond and a payment bond shall be provided, each with a penal sum equal to the estimated total contract line item price as specified in the Bid pricing sheet. The bid bond will be used in the evaluation process to determine the lowest responsive and responsible bidder. Failure to provide the bid bond with the Bid will result in the bidder being deemed not responsive.

The purpose of the performance bond is to ensure that the Bidder/Contractor will faithfully execute the terms of the Contract and promptly make deliveries of the supplies purchased by the State of Ohio. The purpose of the payment bond is to guarantee that all subcontractors and suppliers utilized by the Bidder will be paid. Standard bond forms from any surety authorized to do business within the State of Ohio is acceptable. The bonds shall be made payable to the State of Ohio Treasurer, referencing the applicable bid number.

The bonds shall become effective upon issuance of the signed contract by the Director of DAS to the lowest responsive and responsible bidder. Unless determined otherwise by the Director of DAS, the bonds shall remain in effect for the duration of the Contract and shall reference the PO number(s). Any action on the part of the Contractor or their bonding company to cancel the bond(s) prior to the expiration of the contract final delivery or Contract renewal thereto, will be considered as an event of default and subsequent breach of contract. Should this occur, the Contractor will be held liable for any additional costs incurred by the State in seeking replacement supplies.

The State agrees to pay only the actual cost of the performance and payment bonds to the awarded Contractor(s) and may request a copy of the invoice(s) from the bonding company for documentation. If the cost of the bonds submitted with the response to the solicitation and the cost shown on the bonding company’s invoice do not match, the State will pay whichever is less.

CLARIFICATIONS: The Bidder must provide any additional information, requested by the State, within a maximum of two (2) business days after request by the Office of Procurement Services to do so.
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. If an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Specific quantities of PPE supplies will be delivered on a monthly basis. The delivery location will be noted on the purchase order issued by the ordering 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.

EVALUATION: Bids will be evaluated in accordance with I-17 of the Instructions to Bidders. The State will multiply the unit cost, by the monthly quantity on the price schedule in order to calculate a monthly cost for that line item.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible bidder by line item. Estimated Monthly Quantities are provided in the Pricing Schedule on Pages 7, 8 and 9.

ESTIMATED MONTHLY QUANTITIES: The quantity of each line item listed in the Price Schedule is an estimate of the quantity that will be purchased and is for evaluation purposes only. The State will determine actual monthly quantities to be delivered for each item after award of the contract.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first three (3) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective fourteen (14) 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.

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, i.e. an approved substitution, the Contractor is responsible to notify DAS immediately. 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. In the event the price decrease is permanent the adjustment will be incorporated into the contract.

DAS and the Contractor will agree upon which delivery will be invoiced at the adjusted price.

Failure to comply with this provision will be considered as a default and will be subject to the “Suspension/Termination” and the “Contract Remedies” sections of the “Standard Contract Terms and Conditions”.

FORCE MAJEURE: The excusable delay provided in the Standard Terms and Conditions Section VI, Paragraph E, Force Majeure, shall not apply to Contractor’s inability to obtain and provide supplies under this Contract. This will not be considered a force majeure event.

LIQUIDATED DAMAGES: In accordance with the Standard Terms and Conditions Section VI, Paragraph E, Number 2, Liquidated Damages, if actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages. Liquidated damages will be in the amount of 1% of the value of the order, Deliverable, or milestone that are the subject of the default, for every day that the default is not cured by the Contractor.
SPECIAL TERMS AND CONDITIONS (CONTINUED)

AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE:

Standard Terms and Conditions, Section V., Paragraph D. is replaced with the following: During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain Automobile Liability insurance covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than $1,000,000 per accident for bodily injury and property damage.

In addition the Contractor shall carry Commercial General Liability (CGL): written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limits.

Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. The State reserves the right to approve all policy deductibles and levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy(ies) endorsed to reflect per project / per location general aggregate limits. Said certificates shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the State. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals thereto, may be considered as a default. All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best, unless otherwise approved in writing by the State.

BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor must indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

☐ Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of $500,000.00.

☐ Goods/Services will be delivered via common carrier.

☐ No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

SECRETARY OF STATE REGISTRATION:

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://sos.state.oh.us/

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section III. Paragraph M.):

List names of subcontractors who will be performing work under the Contract (use additional sheets if necessary).

______________________________ ________________

______________________________ ________________

______________________________ ________________

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

I. SCOPE

1. The State of Ohio, Department of Administrative Services Office of Procurement Services is seeking bids in order to enter into contract for Personal Protective Equipment (PPE). The PPE shall consist of surgical masks, medical gowns, and nitrile gloves, as specified.

2. Ordered quantities of each PPE shall be delivered on a monthly basis to the State.

II. APPLICABLE STANDARDS AND PUBLICATIONS


2. ASTM f2100-11 Standard for Surgical or Procedure Masks.

3. ASTM D6319 (nitrile rubber) standard

4. All products must be FDA registered, as applicable

III. REQUIREMENTS

A. GENERAL REQUIREMENTS

1. The anticipated award date of this Contract is August 17, 2020. The initial purchase order will be issued immediately to the successful Contractor(s). First delivery will be expected on or before September 20, 2020. A regular delivery pattern will be required to be completed by the 20th of each subsequent month. Failure to deliver the quantities at the monthly interval may result in liquidated damages being charged in accordance with the Special Terms and Conditions.

2. The Contractor is responsible for coordinating with the Ordering Agency the monthly delivery to a State of Ohio warehouse(s) location within Franklin County, OH.

3. If an awarded item becomes unavailable during the course of the Contract, the Contractor is responsible for notifying the State immediately and proposing a substitution. The substituted item must comply with all requirements in the Contract. The State reserves the right to evaluate and approve or deny the substituted item. If a substitute is denied by the State, as not meeting the requirements, the Contractor is responsible for proposing another substitution.

4. All products must be delivered in whole box or case quantity. Shipments in quantities less than either whole box or case quantity will not be accepted. All products shall be palletized and wrapped on industry standard pallets of 48” x 40” or similar.

B. PRODUCT SPECIFICATIONS

The following product specifications are what the State requires and as such the State will not consider items that do not meet the below specifications.

1. Level 1 3-Ply Surgical Masks (w/ elastic ear loops): must meet all ASTM f2100-11 Level 1 requirements. One size fits all.

2. Level 1 Disposable Medical Gowns: Must meet all ANSI/AAMI PB70:2012 Level 1 requirements. One size fits all.


   a. Various sizes (10% Small, 30% Medium, 30% Large, 30% X-Large).
   b. Gloves shall be 6 mil thickness measured at the fingertip.
   c. Gloves shall be FDA registered.
3-PLY SURGICAL MASK (LEVEL 1)

Bidders shall not insert a unit cost more than 3 digits after the decimal point under Price Per Unit in the table below. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in evaluation of the bid.

UNSPSC: 42000000, 46000000

CATEGORY A PRICING TABLE:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Monthly Quantities (Each)</th>
<th>UOM</th>
<th>Manufacturer and Part Number/Case Pack</th>
<th>Unit Cost (Price per each)</th>
<th>Number of Cases per pallet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3-ply Surgical Mask (Level 1)</td>
<td>8,075,000</td>
<td>EA</td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

PERFORMANCE AND PAYMENT BONDS FOR SURGICAL MASKS

See the Surety Bond Requirements on Page 3 of this Invitation to Bid. The State agrees to pay only the actual cost of the performance and payment bonds and may request a copy of the invoice from the bonding company for documentation. If the cost of the bonds submitted with the response to the solicitation and the cost shown on the bonding company’s invoice do not match, the State will pay whichever is less.

Formula for determining the Bond Penal Sum:  \[(\text{Estimated Monthly Quantity} \times \text{Unit Cost (price per each)} = \text{Monthly Value}) \]

\[\text{Monthly Value} \times 4 \text{ months} = \text{Total Penal Sum}\]

<table>
<thead>
<tr>
<th>Description</th>
<th>Bond Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance and Payment Bond (Price of the Bond will not be part of the Bid Evaluation)</td>
<td>$</td>
</tr>
</tbody>
</table>

All costs must be in U.S. Dollars.
The State will not be responsible for any costs not identified.
MEDICAL GOWN DISPOSABLE (LEVEL 1)

Bidders shall not insert a unit cost more than 3 digits after the decimal point under Price Per Unit in the table below. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in evaluation of the bid.

UNSPSC: 42000000, 46000000

CATEGORY B PRICING TABLE:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Monthly Quantity (Each)</th>
<th>UOM</th>
<th>Manufacturer and Part Number/Case Pack</th>
<th>Unit Cost (Price per each)</th>
<th>Number of Cases per pallet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Medical Gown (Level 1)</td>
<td>912,500</td>
<td>EA</td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

PERFORMANCE AND PAYMENT BONDS FOR GOWNS

See the Surety Bond Requirements on Page 3 of this Invitation to Bid. The State agrees to pay only the actual cost of the performance and payment bonds and may request a copy of the invoice from the bonding company for documentation. If the cost of the bonds submitted with the response to the solicitation and the cost shown on the bonding company's invoice do not match, the State will pay whichever is less.

Formula for determining the Bond Penal Sum: \((\text{Estimated Monthly Quantity} \times \text{Unit Cost (price per each)} = \text{Monthly Value})\)

\[
\text{Monthly Value} \times 4 \text{ months} = \text{Total Penal Sum}
\]

<table>
<thead>
<tr>
<th>Description</th>
<th>Bond Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance and Payment Bond (Price of the Bond will not be part of the Bid Evaluation)</td>
<td>$</td>
</tr>
</tbody>
</table>

All costs must be in U.S. Dollars. The State will not be responsible for any costs not identified.
NITRILE GLOVES

Bidders shall not insert a unit cost more than 3 digits after the decimal point under Price Per Unit in the table below. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in evaluation of the bid.

UNSPSC: 42000000, 46000000

CATEGORY C PRICING TABLE:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Monthly Volume (Each)</th>
<th>UOM</th>
<th>Manufacturer and Part Number/Case Pack</th>
<th>Unit Cost (Price per each)</th>
<th>Number of Cases per pallet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Nitrile Gloves (see Page 6 for sizes)</td>
<td>6,500,000</td>
<td>EA</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

PERFORMANCE AND PAYMENT BONDS FOR NITRILE GLOVES

See the Surety Bond Requirements on Page 3 of this Invitation to Bid. The State agrees to pay only the actual cost of the performance and payment bonds and may request a copy of the invoice from the bonding company for documentation. If the cost of the bonds submitted with the response to the solicitation and the cost shown on the bonding company’s invoice do not match, the State will pay whichever is less.

Formula for determining the Bond Penal Sum: (Estimated Monthly Quantity X Unit Cost (price per each) = Monthly Value)  
Monthly Value X 4 months = Total Penal Sum

<table>
<thead>
<tr>
<th>Description</th>
<th>Bond Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance and Payment Bond (Price of the Bond will not be part of the Bid Evaluation)</td>
<td>$</td>
</tr>
</tbody>
</table>

All costs must be in U.S. Dollars.  
The State will not be responsible for any costs not identified.