

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 <u>OT902016</u>	OPENING DATE (1:00 p.m.) <u>AUGUST 28, 2015</u>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY	STATE ZIP
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. MAC002	BID NOTICE DATE AUGUST 13, 2015	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			
<u>PARTICIPATING AGENCY(IES): OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, OHIO PENAL INDUSTRIES, 1221 MCKINLEY AVENUE, COLUMBUS, OH 43222; as applicable.</u>			
<u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u>			
UPHOLSTERY AND PANEL FABRICS			
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>10/01/15</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>09/30/18</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.			
<u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u> , 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, www.procure.ohio.gov . 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 CONTRACT 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.

MULTIPLE AWARD CONTRACT: This Invitation to 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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within twenty-one (21) 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. Delivery shall be made to the following locations: (OPI means Ohio Penal Industries)

OPI, Chillicothe Correctional Institution
15802 St. Rt. 104, N.
Chillicothe, OH 45601
(740) 774-7080 x2440

OPI, Warren Correctional Institution
5787 State Route 63
Lebanon, OH 45036
(513) 932-3388 x2107

OPI, Madison Correctional Institution
1851 St. Rt. 56
London, OH 43140-0740
(740) 852-9777 x2420

OPI, Marion Correctional Institution
940 Marion-Williamsport Road, East
Marion, OH 43302
(740) 383-1823

Ohio Penal Industries (OPI) Central Office
1221 McKinley Avenue
Columbus, OH 43222
(614) 752-0287

OPI c/o Tayco Panelink, Ltd.
400 Norris Glenn Road
Toronto, ON M9C 1H5
(416) 252-8000

During the term of the contract OPI may add additional locations to the above with reasonable notice to Contractor(s)

TRANSPORTATION CHARGES FOR SHIPMENTS TO TAYCO PANELINK, LTC LOCATED IN TORONTO, ONTARIO CANADA: Ohio Penal Industries (OPI) may purchase items covered by this Bid/Contract and require them to be shipped to: Tayco Panelink Ltd. At 400 Norris Glen Road, Toronto, ON M9C 1H5. In such cases shipment terms to Tayco Panelink, Ltd. will be FOB Destination, freight prepaid and added to the invoice. OPI will pay the contractor for the actual cost of shipping the purchased materials from the Contractor's ship location to Tayco Panelink, Ltd. For shipments as described above, the Contractor's invoice shall contain an additional line for the actual freight charges paid by the contractor and shall be supported by a copy of the actual freight invoice for the shipment from the Contractor's shipping location to Tayco Panelink, Ltd.

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 two hundred (\$200.00) dollars. Orders less than \$ 200.00 shall be subject to the provisions of paragraph S-10. Of the Supplemental Contract Terms and Conditions.

AUTHORIZED DISTRIBUTOR OR MANUFACTURERS REPRESENTATIVE: Bidders responding to this Bid 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. Failure of the Bidder to furnish authorized distributor documentation as indicated above either as part of their bid response or within the time specified herein will deem the bidder not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

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 seven (7) business 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 may 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.

CONTRACT AWARD: A contract will be awarded to up to two (2) responsible and responsive bidders per manufacturer per product classification. Where more than two bidders offer the same manufacturer the contract will be awarded to the two bidders offering the greatest discount per product classification.

EVALUATION: Bids will be evaluated in accordance with Article I-5 of the "Instructions to Bidders".

DESCRIPTIVE LITERATURE: The Bidder(s) 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 seven (7) business 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.

MARKETING CARDS AND BINDERS: The awarded contractor(s) shall provide up to 100 one (1), two (2) or three (3) panel marketing cards and up to three (3) marketing card binders per contract year as requested by the Ohio Penal Industries Marketing Manager at no charge. Any marketing cards or binders ordered by Ohio Penal Industries in excess of the number above per contract year will be priced as indicated in the bid price sheet/Contract price pages.

PRODUCT DISCONTINUATION OR RECALL: The awarded contractor(s) shall forward any and all product discontinuation or recall notices, in writing to: the Ohio Department of Rehabilitation and Corrections Ohio Penal Industries 1221 McKinley Avenue Columbus, OH 43222 Attn: Marketing Manager and to the Ohio Department of Administrative Services, State Purchasing 4200 Surface Road Columbus, OH 43228, Attn: Walt Schneider (walter.schneider@das.ohio.gov).

PRODUCT ADDITIONS: New fabric products or product additions of similar nature to those specified in this bid/contract which become available during the term of this contract may be added to the contract with mutual agreement of the contract parties; the Ohio Department of Rehabilitation and Corrections Ohio Penal Industries (OPI) and the Ohio Department of Administrative Services, Office of Procurement Services (DAS OPS). New fabric products and/or product additions will be priced at the same discount relationship to the contractor's list price as similarly classified fabric products on contract. (See specifications on pages 6 through 8 for fabric classifications). New fabrics or new product offerings must be communicated to: the Ohio Department of Rehabilitation and Corrections Ohio Penal Industries 1221 McKinley Avenue Columbus, OH 43222 Attn: Marketing Manager and to the Ohio Department of Administrative Services, State Purchasing 4200 Surface Road Columbus, OH 43228, Attn: Contract Administrator MAC002 / OT902016

REFERENCES TO ALTERNATE TERMS OR SPECIAL CHARGES: Any reference, which may appear on any catalog, 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. Likewise 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.

USAGE REPORTS: Every six (6) months for the periods January through June and July through December the Contractor must submit a report in Excel format via email or on disk or other electronic media indicating sales generated by this contract for the period. The report shall list usage by customer, by line item, showing the quantities and dollars generated by this contract. The report shall be due within one (1) month after the end of each period and shall be forwarded to the DAS Office of Procurement Services, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Walt Schneider (walter.schneider@das.ohio.gov).

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

FIXED PRICE WITH COST ADJUSTMENT: The Contractor's catalog and/or price list submitted with the bid and included as part of the contract award will remain in effect during the first twelve (12) months of the Contract. Thereafter there may be a new catalog and/or price list published. In this case it will be necessary for the Contractor to supply the DAS Office of Procurement Services with one (1) copy of each as applicable. DAS reserves the right to accept additional items which benefit the intent of this Contract and accept price adjustments which are justified by the cost of finished supplies offered due to increase in the costs of raw material, labor, freight, Workers Compensation, Unemployment Insurance and other relevant costs. The discount amounts offered and awarded on the original Contract will not change. Detailed documentation to support any requested price adjustment must be provided by the Contractor with their adjustment request. Pricing contained in the new catalog and/or price list will become effective thirty (30) days after acceptance by the DAS Office of Procurement Services. Thereafter, the Ohio Department of Rehabilitation and Correction, Ohio Penal Industries may obtain the new catalog and/or price list from the Contractor.

BID AUTOMOBILE LIABILITY CHECKLIST: Contractor will indicate, by checking the appropriate box(es) below, which mode(s) 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.

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: (use additional sheets if necessary)

If awarded a contract under this Bid, do you intend to use Fulfillment Houses as defined above to fulfill your obligations under any ensuing contract? Yes:[__] No: [__]

If you answered yes above, please complete the following information.

a) Principal location of business for the contractor (Name/City/State/Country)

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

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.

SPECIFICATIONS

I. SCOPE:

The purpose of this solicitation is to establish a contract between the Ohio Department of Administrative Services (DAS) for use by the Department of Rehabilitation And Correction, Ohio Penal Industries (OPI) and awarded contractors for the purchase of various types of upholstery and panel fabrics as delineated below for use by Ohio Penal Industries in the manufacture, assembly and installation of contract furniture and office paneling systems throughout the state of Ohio.

II. CLASSIFICATION OF MATERIAL

The following are the Categories of contract grade upholstery and panel fabrics set forth in this Bid/Contract:

Classification	Description
A.	Vinyl Fabrics, Contract Grade
B.	Panel Fabrics, Contract Grade
C.	Upholstery Fabrics, Contract Grade

SPECIFICATIONS (Continued)

III. GENERAL REQUIREMENTS

- A. All materials supplied under this contract must be of contract grade or quality, stain resistant and mill inspected.
- B. All materials supplied under this contract must have a minimum, unconditional 2 year non pro-rated performance warranty against defects in material and/or workmanship. Contractors shall bear the full costs, including labor for replacement of any materials found to be defective.
- C. All upholstery fabrics supplied under this contract must have a minimum finished width of 54 inches.
- D. All panel fabrics supplied under this contract must have a minimum finished width of 66 inches.
- E. All materials supplied under this contract must be made available for purchase with a minimum purchase of one (1) yard subject to the provisions of the MINIMUM ORDER clause on page 4 of this Bid/Contract.
- F. All materials supplied under this contract must conform to the Association of Contract Textiles (ACT) voluntary Performance Guidelines for Flammability and Abrasion.
- G. All materials supplied under this contract must be available in a variety of colors and patterns. Colors and patterns available are to be listed in the contractors' sample books, swatch cards or memo samples.
- H. All materials supplied under this contract are to be packaged as standard to the Industry so as to protect the material from the adverse effects of humidity, light, contamination, and physical damage due to impact and crushing during shipment and storage. Packages are to be clearly marked to indicate contents.
- I. Minor deviations from specifications in a bidder's offered product(s) may be acceptable at the discretion of the Office of Procurement Services and the Ohio Department of Rehabilitation and Corrections Ohio Penal Industries, if the bidder can demonstrate his/her product(s) meets or exceeds the pertinent contents, flammability, and performance requirements.
- J. Successful contractors may be required to provide performance and flammability test results for each fabric item offered.

IV. Performance Standards – Abrasion (as applicable)

A. Upholstery Fabrics, Contract Grade

All woven fabric materials offered and accepted under this contract shall meet or exceed 30,000 double rubs in accordance with ASTM –D-4157-02 (Wyzenbeek).

B. Polyvinyl Chloride and Polyurethane Coated Fabrics

All polyvinyl chloride and polyurethane coated fabric materials offered and accepted under this contract shall meet or exceed 100,000 double rubs in accordance with ASTM-D-4157-02 (Wyzenbeek).

C. Documentation supporting the above requirements shall be provided upon request by either Ohio Penal Industries or the Ohio Department of Administrative Services, Office of Procurement Services.

SPECIFICATIONS (Continued)

V. FLAMMABILITY REQUIREMENTS:

All fabric classifications above offered and accepted under this contract shall meet or exceed all applicable federal and state laws, rules, regulations or guidelines. All materials shall be inherently and intrinsically flame resistant and/or shall meet or exceed the following standards. Documentation supporting the following requirements shall be provided upon request by either Ohio Penal Industries or the Ohio Department of Administrative Services, Office of Procurement Services. In addition the following types of fabrics shall meet or exceed the standards indicated.

A. Polyvinyl Chloride Coated and Polyurethane Coated Fabrics

California Technical Bulletin 117-2013
NFPA 260A
MVSS 302

Business and Institutional Furniture Manufacturers Association Flammability Specification; BIFMA Class A
California Technical Bulletin 133; May apply when combined with appropriate component materials.
Upholstered Furniture Action Council Flammability Specification: UFAC Class 1

B. Upholstery Fabrics (Woven)

California Technical Bulletin 117-2013.
NFPA 260A

Upholstered Furniture Action Council, Flammability Specification: UFAC Class I

C. Panel Fabrics

ASTM E84-03 (Unadhered Mounting Method) Class A or Class 1
Underwriters Laboratories (UL) Component Recognition Program for Office Systems Furniture

VI. WEIGHT REQUIREMENTS (AS APPLICABLE):

A. Polyvinyl Chloride coated fabrics must weigh a minimum of twenty-six (26) ounces per linear yard.

B. Polyurethane coated fabrics must weigh a minimum or sixteen (16) ounces per linear yard.

Bidders shall complete the following (not a part of the Bid evaluation)

ITEMS IN THIS BID CONTAIN RECYCLED MATERIALS - Y/N: _____. IF SO _____%.

INSTRUCTIONS TO BIDDERS:

- A. **BIDDERS SHALL COMPLETE ONE COPY OF THE BID PRICE SHEET FOR EACH MANUFACTURER OFFERED.**
Bidders shall provide all information requested on the Bid Price Sheet.
- B. Each Bidder shall furnish one complete copy of their wholesale price or wholesale net price listing or catalog as identified on the Bid Price Sheet for all manufacturers offered. Failure to complete the Bid Price Sheet in its entirety or to provide your Wholesale Price or Wholesale Net Price Listing or Catalog may deem your bid not responsive and result in disqualification with no further consideration for award of a contract.
- C. All base bid prices (Bidder's Wholesale Price or Wholesale Net Price Listing or Catalog) shall be in U.S. Dollars (\$USD).
- D. Percentage discounts offered shall be submitted in the following format: 25.5% or 30%, etc.
- E. Discounts offered shall contain no more than one place to the right of the decimal point. (For example 25.5%). DAS will disregard anything beyond more than one place to the right of the decimal point.

BID PRICE SHEET

Bidder's Name: _____

Bidder's Address: _____
Address City State Zip Code

Manufacturer: _____

Name, Date and Location of Bidder's Wholesale Price or Wholesale Net Price Listing or Catalog upon which the discount provided below is based.

Classification	Category Description	Percentage (%) Discount Off Wholesale or Wholesale Net Price Listing Provided
A	Vinyl Fabrics, Contract Grade	%
B	Panel Fabrics, Contract Grade	%
C	Upholstery Fabrics, Contract Grade	%

Prices for Additional Marketing Cards In Excess of 100 Cards Per Contract Year:

One Panel Marketing Card: \$_____ Each

Two Panel Marketing Card: \$_____ Each

Three Panel Marketing Card: \$_____ Each

Price for Additional Binders in Excess of 3 Binders per Contract Year:

Additional Binder(s): \$_____ Each

SUBMIT A SEPARATE BID PRICE SHEET FOR EACH MANUFACTURER OFFERED.