

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>OT905014</u>	OPENING DATE (1:00 p.m.) <u>OCTOBER 11, 2013</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. OPI063	BID NOTICE DATE 09/17/2013	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)

E-Mail 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, BELMONT CORRECTIONAL INSTITUTION, 68518 BANNOCK ROAD, STATE ROUTE 331, ST. CLAIRSVILLE, OH 43950

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:

MATERIALS AND SUPPLIES FOR THE CONVERTING OF SANITARY TOILET TISSUE

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 01/01/14 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 12/31/14 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.

INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 09/2012, 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.

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.

Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.procure.ohio.gov/. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.

PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE
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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.

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.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

SPECIAL CONTRACT TERMS AND CONDITIONS

Any Award made as a result of this Invitation To Bid OT905014 will be made part of Contract OT904114.

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 or the Supplemental Contract Terms and Conditions, the Amendment will prevail.

BIDDER REQUIREMENTS: Bidders shall read this bid carefully in its entirety and obtain an complete understanding of the Terms and Conditions for Bidding and Instructions to Bidders, the Standard Contract Terms and Conditions and Supplemental Contract Terms and Conditions all of which are available through the link on the first page of this Bid. Additionally Bidders shall carefully read and understand all provisions of the Special Contract Terms and Conditions and specifications on Bid pages 3 through 7 below. These resources contain conditions vital to this Bid and any ensuing Contract which require Bidder compliance. Failure to comply with or falsification of any of the certifications contained therein shall result disqualification from further consideration of your Bid or in the case of an awarded contract, contract suspension or termination for cause.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within fifteen (15) 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. NOTE: All deliveries are to be coordinated with the institution. The delivery location is:

OPI Toilet Tissue Shop
Belmont Correctional Institution
68518 Bannock Road, State Route 331
St. Clairsville, OH 43950

Deliveries will be accepted between the hours of 8:00 AM to 10:00 AM and 12:00 PM and 2:00 PM, Monday through Friday, excluding state observed holidays. The carrier is to call the OPI Toilet Tissue Shop at the institution prior to arrival for authorization to deliver. The shop's direct phone number will be included on the awarded contract document.

No deliveries will be accepted during foggy or adverse weather conditions in accordance with institution security procedures.

All damaged items received shall be noted on the driver's Bill of Lading, placed back on the truck, and returned to the contractor for prompt replacement.

In the event a problem cannot be resolved with the institution shop manager, contact OPI Assistant Chief at OPI-Central Office, 1221 McKinley Ave., Columbus OH 43222, phone (614) 752 1053.

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

AUTHORIZED MANUFACTURER OR DISTRIBUTOR: Bidders offering items under this Bid/Contract must be manufacturers, authorized distributors or authorized representatives of manufacturers for the items offered. Bidders should include proof of such with their Bid. If not included with the Bid, Bidders shall provide proof of same within seven (7) calendar days of request. Proof consists of a letter from the manufacturer on manufacturer's letterhead signed by a duly authorized representative of the manufacturer.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, estimated annual usage from the Bid Price Page of this bid will be multiplied by the price(s) submitted by individual bidders and then summed by category to determine the low lot cost. Bids will be evaluated for responsiveness and responsibility as indicated in sections I-20 and I-21 of the Instructions, Terms and Conditions for Bidding.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder.

CONTRACT RENEWAL: This Contract may be renewed after the ending date of the Contract solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed forty-eight (48) months unless DAS determines that additional renewal is necessary.

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.

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".

SEMI-ANNUAL USAGE REPORTS: Every six months during the term of the contract for the reporting periods January through June and July through December the contractor must submit a report (written or on disk or via eMail in Excel format) indicating sales generated by this contract. Reports are due within 30 days of the end of the reporting period. 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: Walt Schneider, CPPB at walter.schneider@das.ohio.gov.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

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

List names of subcontractors below who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

DISCLOSURE OF FULFILLMENT HOUSES:

Fulfillment Houses are defined as follows: A third party, including a manufacturer, 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 Invitation To 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, complete the following information.

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 [__]

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 – SANITARY TOILET TISSUE MANUFACTURING SUPPLIES

SCOPE AND CLASSIFICATION:

A. SCOPE:

1. The State of Ohio, Department of Rehabilitation and Corrections, Ohio Penal Industries has requirements for various sanitary toilet tissue manufacturing materials and supplies. These materials and supplies will be delivered to the Ohio Penal Industries (OPI) Toilet Tissue Shop located at the Belmont Correctional Institution 68518 Bannock Road, State Route 331 St. Clairsville, OH 43950
2. The specifications below state the minimum requirements for the supplies the state of Ohio desires to purchase on behalf of the Department of Rehabilitation and Corrections, Ohio Penal Industries. These requirements are delineated into the following categories

Category I. Sanitary Toilet Tissue Core Material – UNSPSC 141215
01. Core Material

B. SPECIFICATIONS

Category I. – Sanitary Toilet Tissue Core Material – UNSPSC 141215

Item 01. Sanitary Toilet Tissue Core Material

Unit of Measure:	Per 1000 Square Feet
Basis Weight:	38 - 39 Pounds / 1000 Square Feet
Caliper:	11 Point (.011 inch) +/- 10%
Density:	3.3 - 3.6 lbs. per point
Recycled Content:	100%
Manufacturer:	Sonoco 08562 39# Core Stock DF or Ohio Paperboard 38# TAC DF (37) Core Winding Chip or Equivalent

C. QUALIFICATIONS:

The Bidder shall have the following qualifications and/or certifications at the time of submitting their Bid. If proof of the qualifications below are not submitted with the bid DAS may require same. If requested by DAS, Bidder will have seven (7) calendar days to provide same. If not provided in accordance with DAS' specific request, Bidder may be found not responsive and disqualified with no further consideration of award.

1. The Bidder shall be able to provide customer service hours during normal business hours of 8:00 am – 3:30 pm. The Bidder shall respond to any phone messages within the same business day if received prior to 3:00 pm and by 10:00 am of the following day if received after 3:00 pm the preceding day.
2. The Bidder shall maintain any certifications or licenses required by Federal, State, or Local government to perform and/or provide the services described herein.

ALTERNATE BRANDS / SUBSTITUTION OF ITEMS: During the term of any ensuing contract, the awarded contractor(s) may need to provide alternate Manufacturer Brand/Style/Items other than those indicated in the Bid Prices below. Prior to the provision of any alternate however, the contractor shall notify and obtain permission of the state of Ohio DAS Office of Procurement Services contract contact indicated on page one of the Contract. DAS may require samples of the alternate or substitute item(s) prior to the approval of any alternate or substitute item(s). Failure to comply with this clause shall be considered an instance of contract default.

BIDDING INSTRUCTIONS: The following page 8 is the Bid Price Page for this Bid. Bidders shall follow the guidelines below for bidding.

1. All bids shall be in U.S. Dollars (\$USD).
2. All bids shall be in the Unit of Measure (UoM) specified for individual items on the Bid Price Page(s).
3. Bidders shall not enter bids with more than three spaces behind the decimal point. DAS will drop all digits more than three spaces behind the decimal point.
4. Bidders shall name the manufacturers of the items offered as indicated on page 8 of this Bid.
5. Contract award(s) will be made to the lowest cost responsive and responsible bidder by low lot total cost.

BID PRICE PAGE

Bidders must supply the manufacturer name and item number for core material offered and complete all information requested below for 1 and 2-ply parent roll stock offered. All bid prices shall be in U.S. Dollars (\$USD). Bidders shall not insert a unit cost with more than three digits to the right of the decimal point. Digits beyond three will be dropped and will not be used in the evaluation of the bid.

Category I. Sanitary Toilet Tissue Core Material – UNSPSC 14121500

Line Item	Description	Manufacturer and Item Number	Estimated Annual Usage	Price Per 1,000 Square Feet In \$USD
1.	Sanitary Toilet Tissue Core Material		564 M Sq. Ft	

Unit of Measure (UoM) is Per 1000 square feet.

Category II. Item 1. Manufacturer(s): _____

Bidders are requested to complete the following:

ITEMS IN THIS BID CONTAIN RECYCLED MATERIALS (Y/N) _____. IF SO _____%.
The foregoing will not be a part of the bid specification.