

# 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>OT903611</u>	OPENING DATE (1:00 p.m.) <u>OCTOBER 6, 2010</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	
		COUNTRY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. OPI055	BID NOTICE DATE SEPTEMBER 22, 2010	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): OHIO DEPARTMENT OF REHABILITATION AND CORRECTIONS, OHIO PENAL INDUSTRIES, 1221 MCKINLEY AVENUE, COLUMBUS, OH 43222			
<b>MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081</b>			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:			
<b>THREAD AND FLOSS</b>			
<b>TERM OF CONTRACT:</b> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>11/01/10</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>08/31/13</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.			
<b>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS,</b> Revised 10-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: <a href="#">Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions</a> . 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 <a href="http://www.ohio.gov/procure">www.ohio.gov/procure</a> . 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

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**"]

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 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):**

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.   
 Yes (Go to C)     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://www.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. 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>

**D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)**

The Bidder being awarded this Contract must:

1. review the Terrorist Exclusion List at [http://www.publicsafety.ohio.gov/links/terrorist\\_exclusion\\_list.pdf](http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf)
2. complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT901211 effective 11/01/10.

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.

#### SPECIAL CONTRACT TERMS AND CONDITIONS

ALTERNATE BIDS: Bidders submitting alternate bids must submit a separate, complete pricing schedule clearly marked as an alternate bid. (Stand alone bid, marked "Alternate Bid") All terms and conditions for alternate bids apply. Items submitted as alternate bids that are noted in the margins of the pricing schedule are unacceptable. Such alternate bids shall be deemed not responsive.

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. 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. 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.

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.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the price bid for each item in each category by the estimated annual usage for that item. The resulting quantities will be summed to determine the lowest responsive and responsible. Failure to bid all items may result in the Bidder being deemed not responsive.

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

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

REFERENCES TO ALTERNATE TERMS: Any reference, which may appear on any price list or literature, to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change, will not be part of any contract with the successful bidder(s) and will be disregarded by DAS.

SIZES AND COLORS: Bidders should offer all sizes and colors as stated per item within each line item. Failure to offer all sizes and colors stated may deem your bid not responsive.

SPECIAL CHARGES: 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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within thirty (30) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

DELIVERY LOCATIONS: The following are the primary delivery locations for items requested in this bid/contract, however orders may be placed and delivery may be required to any other Department of Rehabilitation and Corrections Ohio Penal Industries locations within the state of Ohio. A list of all OPI locations is attached as Appendix A on page 15 of this Invitation To Bid.

OPI Textile Factory  
Allen Correctional Institution  
2338 Northwest  
Lima, OH 45802  
Telephone: (419) 228-9265  
(Various Thread Items)

OPI Multiple Industry Factory  
Ohio Reformatory For Women  
1479 Collins Avenue  
Marysville, OH 43040  
Telephone: (937) 644-0831  
(Various Thread Items and Floss)

OPI Manufacturing Shop  
Chillicothe Correctional Institution  
15802 St Rt. 104 N.  
Chillicothe, OH 45601  
Telephone: (740) 774-7080 ext 2440  
(Various Thread Items)

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".

**USAGE REPORTS:** Every six (6) months the contractor must submit a report (written or on disk or via email in Excel format) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walter Schneider ([walter.schneider@das.state.oh.us](mailto:walter.schneider@das.state.oh.us)).

**INSURANCE REQUIREMENTS:** Bidders should provide with their bid, documentation of the following insurance coverages required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 (refer to the Bid Page One, link to [Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#)):

1. Ohio Bureau of Workers Compensation Certificate or in the case of non-state of Ohio bidders, proof of workers compensation insurance in your state of domicile.
2. Employer's Liability (Stop Gap) insurance with limits of not less than one million (\$1,000,000.00) dollars.
3. Automobile Liability with limits in accordance with Federal and State laws.
4. Commercial General Liability (CGL) Insurance:
  - a. Limits of \$500,000.00 per occurrence.
  - b. Limits of \$1,000,000.00 annual aggregate.
  - c. To be compliant, the CGL policy must include the following three endorsements:
    - 1) a blanket waiver of subrogation.
    - 2) a statement that the Contractor's CGL coverage is primary over any other coverage.
    - 3) designate the state of Ohio as an additional insured.

If the Bidder does not currently carry the amounts of coverage and/or the required endorsements specified above, the Bidder should provide a letter from their insurance company stating that the Bidder's coverage will be increased to the specified amounts and/or the required endorsements will be added to the policy upon award of the ensuing Contract. The letter from the insurance company should also be submitted with the Bid. If a compliant insurance certificate is not provided with the bid submission the bidder will have seven (7) calendar days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

**INSURANCE DOCUMENTS:** Upon the policy renewal date, the contractor must submit, within thirty (30) days, updated insurance documents showing compliance with all applicable coverages required by this contract. As required, the documents must include a current Workers' Compensation Certificate and an Acord Certificate of all applicable insurance coverages and must include all required Commercial General Liability endorsements as described in Articles S-12 and S-13 of the Supplemental Terms and Conditions of this contract and/or in the [INSURANCE REQUIREMENTS](#) clause above.

Failure to maintain compliant insurance coverage per Article S-12 and S-13 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

**AFFIRMATIVE ACTION PROGRAM VERIFICATION:** The Ohio Revised Code (ORC) requires all contractors from whom the State or any of its political subdivisions make purchases have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons. An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization. Prior to the award of a contract a prospective vendor must have filed verification with the state of Ohio EOD that the contractor has a written affirmative action program. Verifications may be submitted online at the following URL: <http://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx> For questions or help with filing a verification contact the Affirmative Action/EEO Unit at (614) 466-8380. Prospective vendors should submit proof with their bid that they have an Affirmative Action Program on file with the state of Ohio DAS/EOD. If said information is not provided with the bid submission the bidder will have seven (7) calendar days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

**SWEATSHOP FREE:** By the signature affixed to this Bid submission, Bidder certifies that all facilities used for the production of the supplies or performance of services offered in this Invitation To Bid are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by the Bidder in furnishing the supplies or services described in the bid and awarded to the Bidder. If DAS receives a complaint alleging non-compliance with sweatshop free requirements, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. If allegations are proven to be accurate, the Contractor will be advised by DAS of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

**FEDERAL TAXPAYER IDENTIFICATION FORM W-9 - Notice to Bidders:** All Bidders should download a Federal Request for Taxpayer Identification Number and Certification W-9 Form and submit it as part of their bid response. The W-9 form must be completed and must display an original signature. Copied or stamped signatures are not acceptable.

To download the W-9 form from your internet explorer:

- type: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>
- download and complete the form and submit the completed form with your bid response

This completed form should be returned as part of the bid response. If a current W-9 is not provided with the bid submission the bidder will have seven (7) calendar days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

**MINORITY SET-ASIDE DOCUMENTATION:** This Invitation To Bid is a minority set-aside in accordance with Section 125.081 of the Ohio Revised Code (ORC). Each bidder may be required to submit a copy of his/her current letter of Minority Business Enterprise (MBE) Certification from the state of Ohio DAS Equal Opportunity Division. If a current letter of Minority Business Enterprise (MBE) Certification is not provided with the bid submission the bidder will have seven (7) calendar days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

**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.

**AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST - Reference: Supplemental Contract Terms & Conditions – Page 10, Article S-13**

Automobile Liability - Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker, or Subcontractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

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

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF 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)

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b) Principal location of all Fulfillment Houses (Name/City/State/Country)

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

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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)

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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

- A. The purpose of this Invitation To Bid is to establish a contract for the items specified between the State of Ohio Department of Administrative Services on behalf of the Ohio Department of Rehabilitation and Corrections Ohio Penal Industries (OPI) and the lowest certified responsible and responsive minority business enterprise (MBE) contractor. OPI requires various items for use in the manufacture of garments, socks and other textile and fabric articles at OPI factories located at various OPI facilities as indicated in this Invitation To Bid. The resulting contract is to contain the following components:

### II. CLASSIFICATION OF MATERIALS

- A. Thread and Floss

### III. GENERAL REQUIREMENTS

- A. All materials and supplies are to be new and unused, of first quality, meet industry acceptability standards and free from any type of manufacturing defect(s), dirt, and/or debris. Defective materials discovered when opened and inspected for use will be returned immediately at the contractor's expense.
- B. All materials and supplies are to be packaged to meet the normal rigors of transportation to arrive clean, dry and damage free. Any materials delivered in damaged condition will be refused, placed back on the transportation vehicle for return to the contractor at the contractor's expense.
- C. Required thread colors are indicated in the material specifications and pricing schedule of this Invitation To Bid. Those and all other of the manufacturer's standard colors shall also be made available at the contract price as bid.
- D. If requested, the awarded contractor shall provide OPI with four (4) each color charts that indicate the colors and shades with numbers and names for all thread available from the manufacturer. Exact thread colors per item will be agreed upon between the Ohio Penal Industries and the awarded contractor.
- E. All thread provided shall be on Cones or spools as specified and/or packaged by the manufacturer. Required thread length for thread items packaged on spools shall be 6,000 yards unless otherwise specified. Required weight for thread items packaged on spools shall be one (1) pound per spool unless otherwise specified. Bid pricing for Cotton Wrapped Polyester Core thread shall be by cone however the contract Unit of Measure shall be by Carton (bid prices per cone will be extended by the number of cones per carton for the winning bidder and priced accordingly. Bid and contract pricing for items packaged on spools will be by pound.
- F. All thread is to be packaged in industry standard cartons. The bidder shall indicate the number of cones or spools per carton as specified on bid pricing pages.

### IV. Thread and Floss

- A. Item 1a. Thread, Cotton Wrapped Polyester Core
- a. Tex 35
  - b. Metric Size: 80
  - c. Yarn Size: 35/2
  - d. Average Strength (gr): 3.0
  - e. Unit of Measure: Cone
  - f. Yards per Cone: 6000
  - g. Colors: White, Black, Orange, Chambray Blue, Navy Blue, Khaki, plus all manufacturers standard colors
  - h. Equivalent of American & Efid D-Core
- B. Item 1b. Thread, Cotton Wrapped Polyester Core
- a. Tex 50
  - b. Metric Size: 60
  - c. Yarn Size: 33/3
  - d. Average Strength (gr): 4.6
  - e. Unit of Measure: Cone
  - f. Yards per Cone: 6000
  - g. Colors: Red, Dark Blue plus all manufacturers standard colors
  - h. Equivalent of American & Efid D-Core

SPECIFICATIONS (Continued)

- C. Item 1c. Thread, Cotton Wrapped Polyester Core
  - a. Tex 40
  - b. Metric Size: 75
  - c. Yarn Size: 29/2
  - d. Average Strength (gr): 3.6
  - e. Unit of Measure: Cone
  - f. Yards per Cone: 6000
  - g. Colors: White plus all manufacturers standard colors
  - h. Equivalent of American & Efird D-Core
  
- D. Item 2a Thread, Nylon Monobond
  - a. Tex 70
  - b. Metric Size: 40
  - c. Denier Size: 725 +/- 2%
  - d. Strength (Lbs): 11.0 or higher
  - e. Yield per Pound (Yds.): 6,100 minimum
  - f. Unit of Measure: Pound
  - g. Unit of Packaging: Spool
  - h. Color: White
  - i. Equivalent of American & Efird Anecord
  
- E. Item 2b. Thread, Nylon Monobond
  - a. Tex 90
  - b. Metric Size: 30
  - c. Denier Size: 979 +/- 2%
  - d. Strength (Lbs.): 15.3 or higher
  - e. Yield per Pound (Yds): 4,550 minimum
  - f. Unit of Measure: Pound
  - g. Unit of Packaging: Spool
  - h. Color: White
  - i. Equivalent of American & Efird Anecord
  
- F. Items 3a. 3c. Thread: Polyester Twisted Multifilament Bonded
  - a. Left Twist
  - b. Tex 135
  - c. Metric Size: 20
  - d. Denier Size: 1,616 +/- 2%
  - e. Strength (Lbs.): 20 or higher
  - f. Yield per Pound (Yds): 2,761 +/- 1%
  - g. Unit of Measure: Pound
  - h. Unit of Packaging: Spool
  - i. Color: White, plus all additional manufacturer standard colors
  
- G. Equivalent of American & Efird Anefil Polyester Bonded
  - Items 3b. 3d. Thread: Polyester Twisted Multifilament Bonded
    - a. Right Twist
    - b. Tex 135
    - c. Metric Size: 20
    - d. Denier Size: 1,616 +/- 2%
    - e. Strength (Lbs.): 20 or higher
    - f. Yield per Pound (Yds): 2,761 +/- 1%
    - g. Unit of Measure: Pound
    - h. Unit of Packaging: Spool
    - i. Color: White, plus all additional manufacturer standard colors
    - j. Equivalent of American & Efird Anefil Polyester Bonded

SPECIFICATIONS (Continued)

- H. Items 4a. 4b. 4c. 4d. Thread: Nylon Twisted Multifilament Bonded
- a. Tex 45
  - b. Metric Size: 60
  - c. Denier Size: 503.79 +/- 2%
  - d. Strength (Lbs.): 7.4 or higher
  - e. Yield per Pound (Yds): 8,860 +/- 1%
  - f. Unit of Measure: Pound
  - g. Unit of Packaging: Spool
  - h. Color: Scarlet, Navy, White plus all additional manufacturer standard colors
  - i. Equivalent of American & Efird Amifil Nylon Bonded
- I. Item 5a. Thread: Nylon Monofilament
- a. Tex 35
  - b. Denier Size: 330
  - c. Strength (Lbs.): 4.8 or higher
  - d. Yield per Pound (Yds): 13,400 +/- 1%
  - e. Unit of Measure: Pound
  - f. Unit of Packaging: Spool
  - g. Color: Clear
  - h. Equivalent of American & Efird Clearlon
- J. Items 6a. 6b. Thread; Polyester Core / Polyester Wrapped Soft
- a. Tex 24
  - b. Metric Size: 120
  - c. Strength (Lbs.): 2.6 or higher
  - d. Loop Strength (Lbs.): 3.6 or higher
  - e. Unit of Measure: Pound
  - f. Unit of Packaging: Spool
  - g. Color: Topaz Gold plus all additional manufacturer standard colors
  - h. Equivalent of American & Efird Perma Core
- K. Items 7a. 7b. 7c. Floss: 100% Tribal Polyester
- a. Fiber Type: 100% Tribal Polyester
  - b. Construction: CF Twisted Multifilament 300d/4
  - c. Linear Density: Total Dtex 1333
  - d. Avg. Tensile Strength (Lbs.): 10.8 or higher
  - e. Put Up (Yds.): 3,500
  - f. Unit of Measure: Cone
  - g. Unit of Packaging: Cone
  - h. Colors: Black, Sunshine plus all additional manufacturer standard colors
  - i. Equivalent of American & Efird 300/4 Super Brite Polyester Floss
- L. Items 8a. through 8m. Thread: Embroidery for Machine Embroidery Use
- a. 100% Polyester High Multifilament
  - b. Denier: 120/2
  - c. Composition: 135 dtex 1 2
  - d. Total decitex: 270
  - e. Strength (gf): 9.1 (930)
  - f. Put Up: 5,000 yards
  - g. Unit of Measure: Cone
  - h. Unit of Packaging: Cone
  - i. Colors required: True Red, Goldenrod, Black, Green Grass, Oriental Blue, Light Royal Blue, Ginger, Silver/Gray, Maize, White, Perfect Ruby, Honcho Brown, plus all additional manufacturer standard colors
  - j. Equivalent of King Star 100% Polyester Machine Embroidery Thread

Please complete the following: ITEMS IN THIS BID CONTAIN RECYCLED MATERIALS - Y/N: \_\_\_\_\_.  
IF SO \_\_\_\_\_%. The foregoing will not be a part of the bid evaluation.

BID ITEM PRICE PAGE

Category I. Thread and Floss

Thread, Item 1. Cotton Wrapped Polyester Core – Indicate number of Cones Per Carton: \_\_\_\_\_

Bid Item	UNSPSC Number	OPI Item #	Color	TEX	Mfg Item Style or Model #	Yards Per Cone	Est Annual Usage Cones	Bid Price Per Cone	Net Price Per Carton
1.a.	11151603	030166	White	35		6000	650		
1.a.	11151603	040166	Black	35		6000	1700		
1.a.	11151603	070166	Orange	35		6000	200		
1.a	11151603	010166	Chambray Blue	35		6000	1000		
1.a	11151603	020166	Navy Blue	35		6000	25		
1.a	11151603	050166	Khaki	35		6000	275		
1.a	11151603	N/A	Other Mfgr Std Colors	35		6000	25		
1.b	11151603	470166	Dark Blue	50		6000	650		
1.b.	11151603	120166	Red	50		6000	25		
1.b	11151603	N/A	Other Mfgr Std Colors	50		6000	25		
1.c	11151603	130166	White	40		6000	25		
1.c	11151603	N/A	Other Mfgr Std Colors	40		6000	25		

Note: Bid Price Per Carton For Cotton Wrapped Polyester Core Thread Items Above Shall Be The Extension of the Bid Price Per Cone Times the Number Of Cones Per Carton However The Evaluation For This Category Shall Be By Cone.

Thread Item 2, Nylon Monobond – Indicate number of spools per carton: \_\_\_\_\_

Bid Category Item	UNSPSC Number	OPI Item #	Color	TEX	Mfg Item Style or Model #	Pounds Per Spool	Est Annual Usage Spools	Bid Price Per Spool
2.a	11151607	10180	White	70		1	80	
2.b	11151607	10179	White	90		1	160	

Thread Item 3. Polyester Twisted Multifilament Bonded – Indicate number of spools per carton: \_\_\_\_\_

Bid Category Item	UNSPSC Number	OPI Item #	Color	TEX	Mfg Item Style or Model #	Pounds Per Spool	Est. Annual Usage Spools	Bid Price Per Spool
3.a	11151607	010808	White – Left Twist	135		1	104	
3.b	11151607	020808	White – Right Twist	135		1	104	
3.c	11151607	N/A	All Additional Standard Colors Left Twist	135		1	5	
3.d	11151607	N/A	All Additional Standard Colors Right Twist	135		1	5	

BID ITEM PRICE PAGE

Thread Item 4. Nylon Twisted Multifilament Bonded – Indicate number spools per carton: \_\_\_\_\_

Bid Category Item	UNSPSC Number	OPI Item #	Color	TEX	Mfg Item Style or Model #	Pounds Per Spool	Est. Annual Usage Spools	Bid Price Per Spool
4.a	11151607	450166	Scarlet	45		1	220	
4.b	11151607	440166	Navy	45		1	220	
4.c	11151607	270166	White	45		1	220	
4.d	11151607	N/A	All Additional Standard Colors	45		1	5	

Thread Item 5. Nylon Monofilament – Number Spools Per Carton: \_\_\_\_\_

Bid Category Item	UNSPSC Number	OPI Item #	Color	TEX	Mfg Item Style or Model #	Pounds Per Spool	Est. Annual Usage Spools	Bid Price Per Spool
5.a	11151607	460166	Clear	35		1	50	

Thread Item 6. Polyester Core / Polyester Wrapped Soft – Indicate number spools per carton: \_\_\_\_\_

Bid Category Item	UNSPSC Number	OPI Item #	Color	TEX	Mfg Item Style or Model #	Pounds Per Spool	Est. Annual Usage Spools	Bid Price Per Spool
6.a	11151607	150166	Topaz Gold	24		1	24	
6.b	11151607	N/A	All Additional Standard Colors	24		1	2	

Floss Item 7. 100% Tribal Polyester Floss – Indicate number cones per carton: \_\_\_\_\_

Bid Category Item	UNSPSC Number	OPI Item Number	Color	Dtex	Mfg Item Style or Model #	Yards Per Cone	Est Annual Usage Cones	Bid Price Per Cone
7.a	11151607	350166	Black	1333		3500	50	
7.b	11151607	360166	Sunshine	1333		3500	50	
7.c	11151607	N/A	All Additional Standard Colors	1333		3500	2	

Thread Item 8. Embroidery for Machine Embroidery Use – Indicate number cones per carton: \_\_\_\_\_

Bid Category Item	UNSPSC Number	OPI Item Number	Color	Denier	Mfg Item Style or Model #	Yards Per Cone	Est Annual Usage Cones	Bid Price Per Cone
8.a	11151607	090166	True Red	120/2		5000	20	
8.b	11151607	160166	Goldenrod	120/2		5000	15	
8.c	11151607	280166	Black	120/2		5000	20	
8.d	11151607	290166	Green Grass	120/2		5000	12	
8.e	11151607	300166	Oriental Blue	120/2		5000	15	
8.f	11151607	310166	Lt Royal Blue	120/2		5000	12	
8.g	11151607	320166	Ginger	120/2		5000	12	
8.h	11151607	330166	Silver/Gray	120/2		5000	15	
8.i	11151607	400166	Maize	120/2		5000	12	
8.j	11151607	410166	White	120/2		5000	20	
8.k	11151607	420166	Perfect Ruby	120/2		5000	12	
8.l	11151607	430166	Honcho Brown	120/2		5000	12	
8.m	11151607	N/A	All Additional Standard Colors	120/2		5000	5	

Bid Submission Checklist

\*Mandatory Submissions – Must Accompany the Bid Response

<u>Submitted</u>	<u>Mandatory Submittal Description</u>	<u>Page Reference</u>
_____	Bid Cover Page, Signed in BLUE Ink.	Page 1
_____	Required Certification for Bidding, RAQS page 2 with sections A. B. and C. completed	Page 2
_____	Completed. The Bid Item Price Pages	Pages 12 - 13
_____	Completed. The Disclosure of Subcontractors / Joint Ventures	Page 6
_____	Completed. The Automobile Liability Insurance Requirements Checklist	Page 6 - 7
_____	Completed. The Disclosure of Fulfillment Houses	Page 7

\*\* Submittals Required During the Evaluation Process – Should be Submitted with the Bid Response However Not Required Until Requested by DAS

_____	Declaration of Material Assistance / Non Assistance (DMA)	Page 2
_____	Descriptive Literature or Manufacturers Specification Sheets For All Items Bid	Page 3
_____	Authorized Distributor / Manufacturers Representative Certification	Page 3
_____	Product Samples (required only after requested)	Page 3
_____	State of Ohio Required Insurance *** (Acord Certificate)	Page 5
_____	Affirmative Action Program Verification	Page 5
_____	Federal Taxpayer Identification Form W-9	Page 6
_____	Minority Business Enterprise Certification Letter	Page 6

\* Mandatory submissions must be submitted with the Bid response.

\*\* Required documentation / materials should be submitted with the Bid Response. If not submitted with the Bid Response, the Bidder must provide the said documentation / materials within seven (7) calendar days after notification by the Office of State Purchasing.

\*\*\* Submit an Acord certificate of insurance or similar certificate from your insurance agent/carrier showing compliance with the required coverage amounts and containing the DAS required endorsements. See Insurance Requirements Contract Standard Terms and Conditions Article S-12 and S-13 and INSURANCE REQUIREMENTS clause on Page 5 of this Invitation To Bid.

APPENDIX A

Below for informational purposes is a listing of Ohio Department of Rehabilitation and Corrections, Ohio Penal Industries Industry/Shop Locations. Primary locations are indicated below. In excess of 98% (ninety-eight percent or higher) of shipments/deliveries will be made to Primary Delivery locations. Occasional shipments may be made to any of the other locations.

Allen Correctional (Primary)

P. O. Box 450  
2338 North West Street  
Lima, Ohio 45802

Belmont Correctional

P. O. Box 540  
68518 Bannock Road, S.R. 331  
St. Clairsville, Ohio 43950

Chillicothe Correctional (Primary)

P.O. Box 5500  
15802 State Route 104 North  
Chillicothe, Ohio 45601

Grafton Correctional

2500 South Avon Beldon Road  
Grafton, Ohio 44044

Lebanon Correctional

P. O. Box 56  
State Route 63  
Lebanon, Ohio 45036

London Correctional

P. O. Box 69  
1580 State Route 56  
London, Ohio 43140

Madison Correctional

P. O. Box 740  
1851 State Route 56  
London, Ohio 43140-0740

Mansfield Correctional

P. O. Box 788  
1150 North Main Street  
Mansfield, Ohio 44901

Marion Correctional

P. O. Box 57  
940 Marion-Williamsport Road  
Marion, Ohio 43302

Ohio Reformatory for Women (Primary)

1479 Collins Avenue  
Marysville, Ohio 43040

Pickaway Correctional

P. O. Box 209  
11781 State Route 762  
Orient, Ohio 43146

Southeastern Correctional

5900 B.I.S. Road  
Lancaster, Ohio 43130

Southern Ohio Correctional

P. O. Box 45699  
Lucasville-Minford Road  
Lucasville, Ohio 45699

Toledo Correctional

2001 East Central Avenue  
Toledo, Ohio 43608

Warren Correctional

P. O. Box 120  
State Route 63  
Lebanon, Ohio 45036

Ohio Penal Industries

1231 Mc Kinley Avenue  
Columbus, Ohio 43222