

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF STATE PURCHASING
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: BUOYS

CONTRACT No.: OT910605

EFFECTIVE DATES: 01/01/05 to 12/31/08
Renewal through 12/31/10

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT910605 that opened on 11/22/04. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Instructions to Bidders, Contract Terms & Conditions, any bid addenda, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISIONS OF PARKS AND RECREATION, WATERCRAFT AND WILDLIFE, FOUNTAIN SQUARE, COLUMBUS, OHIO 43224, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Jennifer Dammeyer
jennifer.dammeyer@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:



<http://www.ohio.gov/procure>

Signed: _____ Date _____
Hugh Quill, Director

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Amendment to Terms and Conditions	12
Contract Award	12
Contract Terms and Conditions	6-11
Contractor's Index	21
Delivery and Acceptance	12
Descriptive Literature+	12
Disclosure of Subcontractors/Joint Ventures	13
Evaluation	12
Fixed Price with Economic Adjustments	12-13
Guarantee/Warranty	12
Instructions to Bidders	3-5
Packaging	13
Price Schedule	21
Product Samples	12
Requirements – Barrier Floats	16
Requirements – Extra Heavy Duty Spar Type Buoy with Pickup Eye	17-18
Requirements – Shallow Inland Waterway Emblem and Lettering (Vinyl Wrapper)	19-20
Requirements – Shallow Water Can Buoy	14
Requirements – Shallow Water Can Buoy with Light	15
Requirements – Shallow Water Nun Buoy	18
Requirements – Shallow Water Nun Buoy with Light	18-19
Requirements – Spar Type Buoy	16-17
Scope and Classification	13
Specifications	13-20
Usage Reports	13
<u>CONTRACT ITEMS</u>	
Buoys	21

**STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF STATE PURCHASING
INSTRUCTIONS TO BIDDERS**

Article I-1. Complete Competitive Sealed Bid with Authorized Signature. Bidders must submit a complete, signed competitive sealed bid, which at a minimum should include all of the pages of the Invitation to Bid that required the bidder to respond and any additional information or samples required by the Invitation to Bid. Bids should be signed, in ink (blue is preferred), on the front page of the Invitation to Bid. Bidders are requested not to use black ink to sign the Bid.

Article I-2. Delivery of Bids.

I-2.1 When Bids may be Delivered. The Department of Administrative Services (“DAS”) must receive bids no later than 12:00 p.m. the day the bids are scheduled for opening. DAS receives bids during the hours of 8:00 a.m. through 4:30 p.m., Monday through Friday, except state observed holidays. DAS does not accept bids with insufficient postage or collect on delivery.

I-2.2 Where Bids must be Delivered. Bids must be delivered to the following address:

Department of Administrative Services
General Services Division, Office of State Purchasing
ATTN.: Bid Desk
4200 Surface Rd.
Columbus, OH 43228-1395

I-2.3 How Bids May be Delivered. Each bid must be submitted in a sealed envelope or similar container with the bid number clearly marked on the exterior. If a bidder uses an express mail or courier service, the bid number must be clearly marked on the exterior of the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope, with the bid number clearly marked on the inside envelope. A bid that is not properly and clearly marked and is inadvertently opened before the scheduled bid opening time, may be disqualified without additional consideration.

Article I-3. Bids are a Public Record.

I-3.1 Interested bidders may attend the opening of the bids.

I-3.2 After bids are opened and certified by the Auditor of State, they are available for public review by interested parties who have registered with the bid desk to review the bids. Once bids have been reviewed, they will be forwarded to the buyer/analyst to begin the evaluation and award process.

I-3.3 After bids are opened they are public records as defined in Ohio Revised Code 149.43 and are subject to all laws appurtenant thereto.

Article I-4. Interpretation of Bid Specifications:

I-4.1 Bidder May Request Clarification. If a bidder discovers an inconsistency, error or omission in this Invitation to Bid, the bidder should request clarification from State Purchasing as indicated on the front page of the Invitation to Bid. Such clarification may be made only through the internet. Bidders should make their requests for clarification a minimum of five (5) working days before the date of bid opening unless otherwise noted on Page 1 of the ITB. No other form of

clarification is acceptable. Failure of Bidder to comply may result in the Bidder being deemed not responsive.

I-4.2 DAS Modifications through Written Addendum. When it is necessary to modify an Invitation to Bid, DAS does so by written addendum only.

I-4.3 Damages Arising from Bid Specifications. A bidder may not be compensated for damages arising from inaccurate or incomplete information in the Invitation to Bid specifications or from inaccurate assumptions based upon the specifications.

Article I-5. Evaluation of Bids

The contract will be awarded to the lowest responsive and responsible bidder as determined by DAS under the Ohio Revised Code (the “Code”). To protect the integrity of the competitive bid process, bids will be closed for public review once the evaluation and award process begins.

I-5.1 Lowest Bidder. A bidder is lowest if its bid offers the lowest-cost supply or service in comparison to all other bidders as set forth in the evaluation paragraph in the bid. While bidders may offer discounts for prompt payment and other similar incentives, discounts and incentives will not be used to determine the lowest bidder.

I-5.2 Responsive Bidder. A bidder is responsive if its bid responds to the bid specifications in all material respects and contains no irregularities or deviations from the specifications that would affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.

I-5.3 Responsible Bidder. DAS’ determination of a bidder’s responsibility includes the following factors:

- (A) the experience of the bidder,
- (B) the bidder’s financial condition,
- (C) the bidder’s conduct and performance on previous contracts,
- (D) the bidder’s facilities,
- (E) the bidder’s management skills, and
- (F) the bidder’s ability to execute the contract properly.
- (G) review of Federal and the Ohio Department of Transportation debarment list.

I-5.4 Preference for Ohio Products. The bid award may be subject to the domestic preference provisions of the Buy America Act, 41 U.S.C.A., 10a-10d, as amended, and to the preference for Ohio products under Ohio Revised Code Sections 125.09 and 125.11 and Ohio Administrative Code Rule 123:5-1-06.

I-5.5 Tie Bids. If two or more bidders offer the same cost and both are determined to be responsive and responsible, DAS may break the tie with the flip of a coin. DAS may assign “heads” and “tails” to the bidders. The coin flip may be conducted in the presence of the bidders, if they elect to be present, and is the final determination of the lowest, responsive and responsible bidder.

I-5.6 Rejected Bids. DAS may reject any bid, in whole or in part, if any of the following circumstances are true:

- (A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the Invitation to Bid,
- (B) the price of the lowest responsive and responsible bid is excessive in comparison with market conditions or with the purchasing agency's available funds, or
- (C) DAS determines that awarding any item is not in the best interest of the State of Ohio.

I-5.7 Unit Costs. Bidders shall not insert a unit cost of more than three (3) digits to the right of the decimal point. Digit(s) beyond three (3) will be dropped and not used in the evaluation of the Bid.

I-5.8 Estimated Usage. Unless otherwise stated, the usage indicated for each item(s) are to be considered as estimates only and should be considered as information relative to potential purchases that may be made from the contract. The State makes no representation or guarantee as to the actual amount of item(s) to be purchased by the participating agencies.

I-5.9 Contractor's Warranty Against an Unresolved Finding for Recovery. Ohio Revised Code (O.R.C.) Section 9.24 prohibits the State from awarding a contract to any bidder against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, bidder warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this ITB, without notifying the DAS of such finding.

I-5.10 Suspension and Debarments. The Department of Administrative Services will not award a contract for goods or services, funded in whole or in part with Federal funds, to a person who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System <http://epls.arnet.gov/>.

Article I-6. Withdrawal of Bids

I-6.1 Withdrawal before Bid Opening. A bidder may withdraw its bid, by written request, any time after DAS receives the bid and before bid opening.

I-6.2 Withdrawal after Bid Opening. A bidder may by written request withdraw its bid after bid opening, if there is reasonable proof that an inadvertent mistake was made and the correction cannot be determined with reasonable certainty. "Inadvertent" means inattentive or unobservant; heedless; due to oversight; unintentional. If DAS suspects that the lowest bid contains a mistake, DAS may ask the bidder for written confirmation of its bid.

Article I-7. Correction of Bids

I-7.1 Correction before Bid Opening. If a bidder withdraws its bid and resubmits it with revisions, the revisions should be clearly identified and signed or initialed by the bidder. The omission of a bidder's signature or initials to a modification may result in the bid being determined to be not responsive. Any corrections must be completed off the premises.

I-7.2 Correction after Bid Opening. DAS may permit a bidder alleging an inadvertent error to correct its bid, after opening, only if the mistake and the correction are clearly

evident from the bid and correction does not affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.

Article I-8. Bids are Firm for 90 Days. Unless stated otherwise, once opened all bids are irrevocable for ninety (90) days. Beyond ninety (90) days, bidder will have the option to honor their Bid or make a written request to withdraw their Bid from consideration.

Article I-9. Requests for Revisions or Additions to the Contract: Bidders are required to comply with all of the terms and conditions of the Invitation to Bid, whether the bidder had actual knowledge of the terms and conditions of the Invitation to Bid and regardless of any statement or omission in the bid that might indicate a bidder's contrary intention. DAS will not agree to any additional or inconsistent terms or conditions proposed by the bidder. The terms and conditions of the Invitation to Bid prevail over any inconsistent or additional terms or conditions of the bid proposed by the bidder.

Article I-10. Information Requested: DAS may request additional information to evaluate a bidder's responsiveness to the Invitation to Bid or to evaluate a bidder's responsibility. If a bidder does not provide the requested information, it may adversely impact DAS' evaluation of the bidder's responsiveness or responsibility.

Article I-11. Samples: DAS may require bidders, by Invitation to Bid or by request during evaluation, to provide sample supplies or equipment or examples of work, at the bidder's expense. Samples must clearly identify the bidder, the bid number, and the item the sample represents in the bid. DAS will return samples that are not destroyed by testing, at the bidder's expense, upon the bidder's timely request. DAS may keep the samples of the bidder awarded the contract until the completion of the contract. Unsolicited samples submitted in response to this Invitation to Bid will not be evaluated and DAS may dispose of them in any way it chooses.

Article I-12. Bid Preparation. The State of Ohio assumes no responsibility for costs incurred by the bidder prior to the award of any Contract resulting from this Bid. Total liability of the State is limited to the terms and conditions of a resulting Contract.

Article I-13. Protests and Communications During Evaluation. Any bidder, who is not in agreement with the competitive bidding process used to make the award may file a protest. The protest must be timely and submitted in writing to the State Purchasing Administrator. Any attempt by the bidder, the bidder's agent(s), or any party representing the bidder to file a protest with any entity of the State of Ohio other than the Administrator may result in the bidder being deemed as not responsive. During the evaluation process, unless requested by State Purchasing as part of the evaluation process, any attempt on the part of the bidder, the bidder's agent(s), or any party representing the bidder, to submit correspondence that is determined by DAS to be an attempt to compromise the impartiality of the evaluation or any attempt on the part of the bidder, the bidder's agent(s), or any party representing the bidder to communicate with any member of the State regarding the evaluation process may be grounds for immediate disqualification of the bidder. A determination to stay the proceedings or reverse an award determination will be at the sole discretion of the State Purchasing Administrator.

Article I-13. Protests and Communications During Evaluation (continued). The decision of the Administrator shall be final and conclusive unless any person adversely affected by the decision commences an action in a court of law.

Article I-14. Ethics. All bidders and employees of the Office of State Purchasing are bound by the Ethics Laws of the State of Ohio. Any bidder or employee who violates any of these laws will be subject to penalties set forth by law.

Article I-15. Registration with the Secretary of State. When applicable by the signature affixed to this Bid, the bidder attests that the Bidder is:

- (A) an Ohio corporation that is properly registered with the Ohio Secretary of State; or
- (B) a foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Section 1703.03; or
- (C) a foreign corporation, not incorporated under the laws of the state of Ohio, and that is not registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.02 and 1703.03 (as applicable to interstate commerce).

Article I-16. Certification Regarding Contract Eligibility With Other Governmental Entities: By the signature affixed on Page 1, Bidder hereby certifies that Bidder has not, within the last seven (7) years been the subject of any government action to limit the Bidder's right to do business with the government. If the Bidder cannot so certify, the Bidder must provide a written explanation with the bid response.

Article I-17. Non-Collusion Certification: By the signature affixed on Page one (1) of the Bid, the Bidder certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham; that bidder has not colluded, conspired or agreed, directly or indirectly, with any bidder or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of its bid or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against any bidder or any person or persons interested in the proposed contract and that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

I-18. Specifications. The Department of Administrative Services is authorized to prepare specifications to obtain supplies and services. The purpose of the specification is to describe the supplies or services to be purchased and will serve as a basis for comparison of bid responses. The department may use any form of specification it determines to be in the best interest of the State and that best describes the supplies or services to be purchased. Specifications may be in the form of a design specification, a performance specification or a combination thereof. If the department determines that a design, performance or combination specification is not in the best interest of the State, it may use brand name or equal specifications. **Where a brand name or equal specification is used, use of the brand name is for the purpose of**

describing the base standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent supplies or services to those designated will be considered for award. The department may also use a qualified products list of the federal government or may develop a qualified products list applicable to the State of Ohio. When developing a qualified products list, the department shall solicit a sufficient number of suppliers to ensure maximum coverage with providers of the supplies or services. Any supplier, not solicited, may request inclusion on the qualified products list. Potential suppliers will be required to furnish exact samples of the supplies or services to be provided for testing and examination by the State. **Only those supplies or services that conform to the state's requirements will be considered for inclusion on a qualified products list.** The department may also use a brand specific specification when it is determined that the identified brand name supplies or services will satisfy the State's need in the most cost-efficient manner, when the identified brand name supplies or services are necessary to protect the health and well-being of clients of the state, when emergency conditions will not permit acceptance of alternate brand name supplies or services, and when there are two or more authorized stocking distributors available to provide the required brand specific supplies or services. Final approval of, revisions to, and cancellation of the specifications for supplies and services or the proposed criteria and methodology for establishing and maintaining a qualified products list shall be the responsibility of the department.

I-19. FDA Registration. In accordance with the Public Health Security and Bioterrorism Preparedness Response Act of 2002, all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food and Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: <http://www.cfsan.fda.gov/~furls/ovffreg.html>. By the signature affixed to Page 1 of this ITB, Bidder certifies that Bidder, or his supplier(s) are properly registered with the FDA, unless otherwise exempted from such registration by the FDA.

I-20. Subcontracting. The Bidder must be the prime contractor performing the work under the Contract. However, DAS recognizes that it may be necessary for the Bidder to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Bidder shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the contract, the Bidder shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. DAS reserves the right to reject any subcontractor submitted by the prime contractor.

**STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF STATE PURCHASING**

CONTRACT TERMS AND CONDITIONS

Article K-1. Contract Components; Entirety; Changes; Interpretation.

K-1.1 Contract Components. This Contract consists of the complete Invitation to Bid, including the Instructions to Bidders, the Contract Terms and Conditions, the Special Contract Terms and Conditions, the bid specifications and any written amendments to the Invitation to Bid; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents ("Contract").

K-1.2 Entire Agreement; Parties to the Contract. This Contract is the entire agreement between the contractor ("Contractor") and the Department of Administrative Services ("DAS") on behalf of the State agencies that may purchase from this Contract. The State agencies that may purchase from this Contract are listed on the front page of the Invitation to Bid as "Participating State Agencies."

K-1.3 Contract Changes; Waiver. Changes or modifications to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any term of this Contract, the party has not waived or relinquished any of its rights; the party may at any later time demand strict and complete performance of the term.

Article K-2. Contract Orders. Participating state agencies will order supplies or services under this Contract from the Contractor directly. The Contractor may receive orders made by participating state agencies by telephone, facsimile, electronically, in person, debit order or by State of Ohio purchase order (ORDE) from authorized employees of the participating agency. The State will not be responsible for orders placed by unauthorized employees. Contractor is not required to fill an order with a delivery date that is more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for quarterly deliveries. Under a Contract that provides for quarterly deliveries, Contractor is not required to fill an order with a delivery date that is more than 90 days beyond the date of Contract expiration, termination or cancellation.

Article K-3. Standard Invoice & Payment

K-3.1 Invoice. The Contractor shall submit an invoice to the ordering agency upon shipment of the supplies or performance of the service as described on the purchase order. Except when using Electronic Data Interchange (EDI) processes and unless otherwise requested by the ordering agency, the invoice must be in quadruplicate. The invoice must be a "proper invoice" to receive consideration for payment. A "proper invoice" is defined as being free of defects, discrepancies, errors, or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy.

K-3.2 Compensation. In consideration for Contractor's performance each participating state agency will pay Contractor directly at the rate specified in the Contract. Payments may be

made by the Ohio Payment Card, an Auditor of State warrant or by electronic funds transfer (EFT). For all transactions the Contractor must have a valid W-9 form on file with the Office of Budget and Management. In addition, for purchases of services, Contractor must also be registered with the Office of Budget and Management's (OBM) vendor database. Registration in OBM's database requires the Contractor to complete an IRS W-9 Form. The completed original form should be mailed to: Office of Budget and Management, Vendor Compliance Section, 30, East Broad Street, 34th Floor, Columbus, OH 43215.

K-3.3 Ohio Payment Card. Participating state agencies purchasing supplies from the Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget & Management has approved the agency to exceed this limit. In the event that OBM increases the dollar limit for payment cards for all state agencies, notice of such increase will be posted on the State Purchasing website. Participating state agencies are required to use the Ohio Payment Card in accordance with the Ohio, Office of Budget and Management's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with the Office of Budget of Management. Contractor may process a payment in the payment card network only upon delivery and acceptance of the supplies or services ordered. For partial deliveries or performance, Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon completion of the delivery of remaining supplies or services, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.

K-3.4 Payment Due Date. Each participating state agency must make payments under this Contract no later than the 30th calendar day from the day it receives an invoice, that conforms to the State's current policy, for the supplies or services it has accepted. The participating agency may only process an invoice for payment after delivery and acceptance of the ordered supplies or services has transpired.

K-3.5 Interest on Overdue Payments. Participating state agencies will determine and pay interest for overdue payments on proper invoices in accordance with Section 126.30 of the Revised Code.

K-3.6 Taxes: Participating state agencies are exempt from all federal, state and local taxes. Participating state agencies will not pay any taxes on supplies or services purchased from Contractor, unless the Special Contract terms and conditions specifically state otherwise.

Article K-4. Time of Performance.

K-4.1 Term of Contract. This Contract is effective upon the projected beginning date on the Invitation to Bid cover page or upon signature of DAS whichever is later in time. This Contract will remain in effect until the projected ending date on the Invitation to Bid cover page or until the Contract is fully performed by both parties or until it terminates in accordance with the Ohio constitutional or statutory limitations in this Article, Section K4.3, or until it is canceled or terminated in accordance with Article K-6, whichever occurs first.

K-4.2 Contract Renewal. This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be by agreement any number of times for any period of time. The cumulative time of all renewals may not exceed two years.

K-4.3 Constitutional and Statutory Limitations:

(A) Appropriation may not be longer than two years. State contracts may not extend beyond a biennium. If the term of this Contract extends beyond a biennium, the Contract will terminate on the last day of the current biennium. At that time, DAS may renew this Contract by letter to Contractor no later than July 1, of the new biennium. The operating biennium expires June 30th of each odd-numbered calendar year.

(B) Appropriation of Funds. The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires.

(C) Certification of Funds. Under Revised Code Section 126.07, any purchase order (ORDE) placed under this Contract is not valid unless and until the Director of the Ohio Office of Budget and Management certifies that there is a balance in the appropriation not already obligated to pay existing commitments.

Article K-5. Delivery.

K-5.1 F.O.B. The Place of Destination. Contractor must provide supplies or services under this Contract F.O.B. the place of destination. The place of delivery will be specified by the participating state agency on the agency's purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

K-5.2 Time of Delivery. If Contractor is not able to deliver the supplies or services on the date and time specified by the participating state agency on the agency's ordering document, Contractor must coordinate an acceptable date and time for delivery with the agency. If Contractor is not able to or does not provide the supplies or services to a participating state agency by the date and time provided on the agency's ordering document or by the date and time later agreed upon, the State may obtain any remedy under Article K-6 of this Contract or any other remedy at law.

K-5.3 Minimum Orders-Transportation Charges. For purchase orders placed that are less than the stated minimum order, transportation charges will be prepaid and added to the invoice by the Contractor to the delivery location designated by the ordering agency. Shipment is to be made by private or commercial freight service provider, air, rail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the

item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing the ordering agency the difference between the most economical mode of transportation and the mode of transportation used by the Contractor. Failure to reimburse the ordering agency shall be considered as a default.

Article K-6. Contract Cancellation; Termination; Remedies.

K-6.1 Contract Cancellation. If Contractor fails to perform any one of its obligations under this Contract, it will be in default and DAS may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by DAS.

(A) Contract Performance Substantially Endangered. If Contractor's default is substantial and cannot be cured within a reasonable time or if DAS determines that the performance of the Contract is substantially endangered through no fault of the State, DAS may cancel this contract by written notice to Contractor.

(B) Cancellation for Unremedied Default. If Contractor's default may be cured within a reasonable time, DAS will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure its default within the time required, DAS may cancel the contract by written notice to Contractor. If DAS does not give timely notice of a default to Contractor, DAS has not waived any of the State's rights or remedies concerning the default.

(C) Cancellation for Persistent Default. DAS may cancel this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After DAS has notified Contractor of its third default, DAS may cancel this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related in any way.

(D) Cancellation for Financial Instability. DAS may cancel this contract by written notice to Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

(E) Cancellation for Delinquency; Violation of Law. DAS may cancel this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. However, DAS may not cancel this Contract if Contractor has entered into a repayment agreement with which Contractor is current. DAS also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract.

(F) Cancellation for Failure to Retain Certification. Pursuant to section 125.081 of the Revised Code DAS may set aside a bid for supplies or services for participation only by minority business enterprises (MBE'S) as certified by the DAS Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Contractor to maintain certification as a MBE. If the Contractor fails to renew its certification and/or is de-certified by the DAS Equal Opportunity Coordinator, DAS may immediately cancel the Contract.

K-6.2 Contract Termination. DAS may terminate this Contract for convenience after issuing 30 days written notice to the Contractor.

K-6.3 Remedies for Default.

(A) Actual Damages. Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.

(B) Liquidated Damages. If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, or \$250.00 per day, whichever is less, for every day the default is not cured by Contractor.

(C) Deduction of Damages from Contract Price. The participating state agency may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, with DAS prior written notice to Contractor.

Article K-7. Force Majeure. If the State or Contractor is unable to perform any part its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightening; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; arrests; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

Article K-8. Delegation of Duty and Assignment of Rights.

K-8.1 DAS Consent to Delegate. Contractor may not delegate any of its duties under this Contract unless DAS consents to the delegation in writing. DAS' consent to the delegation is not DAS' agreement to release Contractor from its duties under this Contract

K-8.2 DAS Consent to Assign. Contractor may not assign any of its rights under this Contract unless DAS consents to the assignment in writing. Any purported assignment made without DAS' written consent is void. DAS may assert against an assignee any claim or defense DAS may have against the assignor.

K-8.3 Antitrust Assignment to DAS. Contractor assigns to DAS all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the supplies or services provided under this Contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.

Article K-9. Requirements Contract. The quantity of supplies or services to be provided under this Contract is the quantity determined by the actual, good faith, requirements of the participating state agencies. DAS may allow a participating state agency to purchase supplies or services identical to those provided under this Contract from a supplier other than Contractor, if one of the following conditions apply:

K-9.1. Large quantities. The supplies or services to be purchased were not anticipated by DAS at the time this Contract was let and the supplies or services are required in a large quantity.

K-9.2 Unique or Unusual Nature. The supplies or services to be purchased are unique or unusual from the supplies or services provided under this Contract.

K-9.3 Emergency Purchase. The agency requires the supplies or services to remedy an emergency and Contractor is not able to provide the supplies or services, as the emergency requires.

Article K-10. Contractor's Warranty Against an Unresolved Finding for Recovery. If, after the Contract is awarded it is determined that an "unresolved" finding for recovery had been issued against the Contractor prior to the award, the contract shall be void *ab initio*. The Contractor understands that Contractor shall be responsible to the State for any expenditures placed against the contract.

Article K-11. Price Adjustments.

Article K-11. Price Increases. If the Special Contract Terms and Conditions provide for a price increase, Contractor may request a price increase in accordance with the Special Contract Terms and Conditions.

Article K-11.2 Price Decreases. If DAS becomes aware of a general price decrease for the supplies or services provided under Contract, Contractor must provide a price decrease to the State of Ohio. Failure to provide a decrease will be considered as a default.

Article K-12. Equal Employment Opportunity. Contractor must comply with all federal and state laws pertaining to equal employment opportunity, including federal and state executive orders. Contractor will not by reason of race, color, religion, sex, sexual orientation, Vietnam veteran status, age, handicap, national origin, or ancestry, discriminate against any person in the hiring of employees for the performance of work under this Contract. Contractor, Contractor's subcontractors and any other agent acting on behalf of Contractor may not discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, sexual orientation, Vietnam veteran status, age, handicap, national origin, or ancestry. During the performance of the Contract, Contractor agrees to comply with Revised Code Section 125.11.1(B), Administrative Code Sections 123:1-49-01 through 123:1-49-06 and Executive Order 2001-12T. The Contractor understands the State Equal Opportunity Division may conduct pre-award and post-award compliance reviews to determine if the Contractor maintains nondiscriminatory employment practices, maintains an affirmative action program and is exerting good faith efforts to accomplish the goals of the affirmative action program.

Article K-13. Drug-Free Workplace. Contractor must comply with all applicable state and federal laws regarding a drug free workplace. Contractor must exert good faith efforts to ensure that its employees do not purchase, transfer, and use or possess illegal drugs or alcohol or abuse prescription drugs, in any way, while working on State property. It is the responsibility of the Contractor to ensure that state employees and Ohio citizens are not exposed to dangers created by having one of the Contractor's employees at a state facility under the influence of controlled substances. At the option of the Contractor, the Contractor may enroll in the Drug Free Workplace discount program administered by the Bureau of Workers' Compensation. Information on this program may be obtained at the BWC website: www.ohio.bwc.com. If the Contractor fails to meet this responsibility, DAS may immediately cancel the contract by written notice to the Contractor.

Article K-14. Survivorship. In addition to Article K-6 Section 6.3, Remedies for Default, of this Contract, the following Articles, Article K-15 through Article K-20, survive the expiration of this Contract.

Article K-15. Indemnification. Contractor will indemnify the State of Ohio, including its public officials and employees, for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise out of or are related to Contractor's performance under this Contract including Contractor's employees and agents.

Article K-16. Confidentiality. Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. Contractor may not disclose any information obtained by it as a result of the Contract, without written permission from DAS. Contractor must assume that all state information, documents, data, records or other material is confidential.

Article K-17. Publicity. Contractor and its subcontractors may not use or refer to this Contract to promote or solicit Contractor's or subcontractor's supplies or services. Contractor and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by DAS.

Article K-18. Governing Law; Severability. The laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court of competent jurisdiction in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

Article K-19. Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

Article K-20. Workers' Compensation. The contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio. If work is done outside of Ohio, the contractor shall be required to carry Workers' Compensation Insurance coverage to meet the laws of the appropriate state(s) where work on the Contract will be done.

The contractor may also be required to show proof of Employer's Liability (Stop Gap) coverage with at least a \$1,000,000 limit. Proof of Workers' Compensation coverage will be considered as part of the evaluation process. If not listed in the bid or submitted as part of the bid response, the bidder will be required to provide said certificate within seven (7) calendar days after notification to the Office of State Purchasing. Failure to provide the certificate within the stated time period will result in the bidder being deemed not responsive. Failure to maintain Workers' Compensation Liability Insurance coverage for the duration of the contract and any renewal thereto, will be considered as a default.

Article K-21. Automobile and General Liability Requirements. During the term of the Contract and any renewal thereto, the bidder, and any agent of the bidder, at its sole cost and expense shall maintain a policy of automobile liability and commercial general liability insurance as described in this Article. If not submitted with the bidder's response, copies of the respective insurance certificates shall be filed with the Office of State Purchasing within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period will result in the bidder being deemed not responsive. Said certificates are subject to the approval of the Director, Department of Administrative Services and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Director, Department of Administrative Services. Failure of the bidder to maintain this coverage for the duration of the Contract and any renewals thereto may be considered as a default.

ALL INSURANCE COMPANIES PROVIDING COVERAGE SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF OHIO AND SHALL BE COVERED BY THE OHIO GUARANTY FUND. In addition, all insuring companies shall have and maintain at least an A- (excellent) rating from A.M. Best.

Article K-21.1 Commercial General Liability. Insurance coverage with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit. If the bidder uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow form on a per project/per location basis. It is agreed upon that the bidder's commercial general liability insurance shall be primary over any other coverage. The Office of State Purchasing reserves the right to approve all policy deductibles and levels of self-insured retention.

Article K-21.2. 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 Sub Contractor 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.

Article K-22. Contract Compliance. The participating state agency will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If an agency observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction(s), the agency will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction(s). DAS will apply the provisions of Article K-6, "Contract Terms and Conditions" to resolve the infractions(s).

Article K-23. Quality Assurance. At the option of DAS or the participating agency, samples may be taken from deliveries made and submitted for laboratory tests. The State will bear the cost of testing when samples are found to be in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the State will apply the provisions of Article K-6, "Contract Terms and Conditions".

Article K-24. Electronic Commerce Program. The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the contractor by reducing time delays in receiving orders and payments that are associated with the existing manual processes. It is the goal of the State of Ohio to eventually conduct all procurement activities through electronic commerce technologies. Contractor is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio in the future. The following information is offered to assist all interested businesses in their efforts to move toward becoming a trading partner with the State of Ohio through the electronic commerce technologies. Electronic Data Interchange (EDI) is used for electronic purchase orders, invoicing, and payment of purchases. The program includes sending electronic purchase orders to the Contractor, the receipt of electronic invoices from the Contractor and the transmission of payment and remittance information back to the Contractor. A complete "Implementation Guide", for doing business with the State of Ohio using EDI, can be found on the Internet at: www.state.oh.us/ecedi/. This guide contains all of the information necessary for a company to become EDI compliant. By following all of the links, the entire guide may be viewed, downloaded and printed at your location. In addition, companies who are interested in becoming EDI trading partners with the State of Ohio should visit the Office of Budget and Management's website at www.state.oh.us/obm/BusinessCommunityPage/eCommerce.asp for additional information regarding E Commerce.

Article K-25. Warranties. Unless otherwise stated, all supplies shall be new and unused and when authorized, recycled or refurbished products. All products shall carry manufacturer warranties. The Contractor warrants all supplies to be free from defects in labor, material and manufacturer and to be in compliance with the Contract specifications.

Article K-26. Usage Reports. At no cost to the State, the Contractor shall be required to provide quarterly, bi-annual or annual usage reports as requested by the Office of State Purchasing. The reports will include information as to purchase activity under the Contract by all participating agencies and Co-Operative Purchasing Program members. Report topics will include, but will not be limited to: customer name, date of purchase, item description, quantity, dollar

value, aggregate sales to date for each customer and other such information as requested by the Office of State Purchasing. Electronic media is the preferred method for these reports. Failure to provide the requested reports will be deemed as an event of default.

Article K-27. Return Goods Policy. The State will apply the following Return Goods Policy on all purchases made under the Contract. The bidder acknowledges to have read, understood, and agrees to this Policy.

(A) Return goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the ordering agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the ordering agency. At the option of the ordering agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ordering agency will dispose of accordingly.

(B) For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample and obtain written approval from the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods.

(C) Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee associated with the return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee not to exceed their standard published restocking fee or equivalent restocking fee that is assessed to other customers of the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.

Article K-28. Product Recall. In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify DAS-State Purchasing and all ordering agencies/entities within two business days after notice has been given. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Contractor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

Article K-29. Contractor Disclosure; Location of Services, Data

- (A) As part of the Agreement, Contractor shall disclose the following:
1. The location(s) where all services will be performed; and
 2. The location(s) where any state data applicable to the contract will be maintained or made available; and
 3. The principal location of business for the contractor and all subcontractors.
- (B) Contractor shall not, during the performance of this contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

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

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within thirty (30) days after receipt of order and, in accordance with Article K-5, of the 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. 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. Deliveries shall be accepted from 8:00 a.m. – 11:00 a.m. and 12:30 p.m. – 2:30 p.m., Monday through Friday, excluding state holidays.

SHIPMENT: Supplies are to be shipped F.O.B. destination, freight prepaid, to any point in Ohio designated by the ordering party.

GUARANTEE/WARRANTY: All units delivered must be guaranteed against defects in material and workmanship for a period of one (1) year from the date of delivery. If any defects of any kind occur during the period of the guarantee, the contractor agrees to replace or repair any defective part or replace the item in whole, at no cost to the state.

DESCRIPTIVE LITERATURE: The Bidder should submit descriptive literature of the supplies being offered with the bid response. The literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of 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.

Bidder should also submit documentation of the following with the bid response. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of State Purchasing to do so.

1. Information showing that the molded seat units selected at random from stock are frequently tested by a competent laboratory.
2. Identification of anti-static additive used in polymer and concentration used.
3. Data demonstrating that seat unit has been successfully subjected to 100,000 cycles on a suitable testing machine without fasteners becoming loose or the frame breaking.

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 ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. Samples provided are to be an exact duplicate of the product which the bidder intends to provide after the contract award. After receipt, samples will be inspected and assembled to chair frames. If assembly problems arise, bidder will be required to send representatives to assist with the assembly. This service must be provided at no additional cost to the state.

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

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Any item shown with a quantity of "unknown" will be evaluated based upon the quantity of one (1). Failure to bid all items may result in the bidder being deemed not responsive.

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 the provisions of Article 6, "Contract Terms and Conditions".

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) 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 State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: William Kirwin

PACKAGING: All buoys are to be packaged and shipped in the quantity specified with no partial shipments without prior approval from the ordering agency. Packaging is to consist of wrapping, cushioning materials, containers, markings and related techniques to protect items from deterioration, prevent damage, facilitate handling and to identify the items shipped.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Instructions to Bidders, Article I-20):

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.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION:

A. SCOPE: The Department of Natural Resources (DNR), Divisions of Parks and Recreation, Watercraft and Wildlife require various types of buoys for use throughout the state of Ohio. These products will be used on the lakes, reservoirs, rivers and waterways within the State. These products are delineated into eight (8) categories.

B. CLASSIFICATION:

1. Shallow water can buoy
2. Shallow water can buoy with light
3. Barrier Float
4. Spar Type Buoy
5. Extra heavy duty spar type buoy with pick-up eye
6. Shallow water nun buoy
7. Shallow water nun buoy with lights
8. Standard Inland Waterway emblem and lettering

II. REQUIREMENTS:

A. SHALLOW WATER CAN BUOY

1. **Material:** The buoy is to be the float collar can style; manufactured of Acrylonitrile Butadiene Styrene (ABS); filled with closed cell polyurethane foam; shatterproof, unsinkable, ultraviolet inhibited, self-righting.
2. **Construction:**
 - a. **Dimensions:**
 1. Can diameter & height - 14" x 30"
 2. Float collar diameter & height - 28" x 12"
 3. Overall height - 49"
 4. Draft - under 9"
 5. Ballast - internal
3. **Foam:** Buoy must be filled with closed cell polyurethane foam. There must not be any voids or cavities in the foam itself. No icing of the foam will be permitted. Foam must adhere to the buoy shell.
4. **Colors:** Buoy must be white with standard inland waterway marking symbols of orange symbols and black lettering as specified in H (pages 11-12). Buoys are also to be available in the standard green color.
5. **Reflective band:** Each buoy will have a 3 inch reflective band at the top of the buoy. This will be silver on the white buoys, green on green buoys and red on red buoys.
6. **Exposed surfaces** must not have any sharp or rough edges. All seams are to be solvent welded.
7. The outer surface of the ABS buoys, are to be coated with a super marine finish.
8. **Lettering:** All buoys must bear the legend "State of Ohio", must be stenciled, imprinted, or marked in a permanent manner on the horizontal top plane of the buoy base.
9. **Packaging:** Each buoy is to be shipped in an appropriate manner to protect float during transit so that it will not be damaged.

SPECIFICATIONS (Cont'd.)

B. SHALLOW WATER CAN BUOY WITH LIGHT

1. Material: The buoy is to be the float collar can style; manufactured of Acrylonitrile Butadiene Styrene (ABS); filled with closed cell polyurethane foam; shatterproof; unsinkable; ultraviolet inhibited; self-righting.
2. The buoy is to be fully assembled and ready for use.
3. Construction:
 - a. Dimensions:
 1. Can diameter & height - 14" x 30"
 2. Float collar diameter & height - 28" x 12"
 3. Overall height - 49"
 4. Draft - under 9"
 5. Ballast - internal
4. Buoy must have sealed tube for six 6-volt pin type lantern batteries. Buoy cylinder must have a removable ABS cap with an ABS reinforcing disc .250" thick and top and bottom three 1-21" diameter steel tie rods with reinforcing washers and nuts permanently attached by welding. ABS cylinder wall is to be .120 inch thick.
5. Foam: Buoy must be filled with a closed cell polyurethane foam. Foam is to adhere to the inner surface of the float shell and must lock to the interior pipe for the light. There must not be any voids or cavities in the foam itself. No icing of the foam will be permitted.
6. Colors: Buoy must be white with standard inland waterway marking symbols of orange symbols and black lettering as specified in H (pages 11-12). Buoys are also to be available in the standard green color.
7. Reflective Band: Each buoy will have a 3 inch reflective band at the top of the buoy. This will be silver on the white buoys, green on green buoys and red on red buoys.
8. Exposed surfaces must not have any sharp or rough edges. All seams are to be solvent welded.
9. The outer surface of the ABS buoys, are to be coated with a super marine finish.
10. Lettering: All buoys must bear the legend "State of Ohio", must be stenciled, imprinted, or marked in a permanent manner on the horizontal top plane of the buoy base.
11. Buoy Light Requirements:
 - a. Visibility must be a minimum of one (1) mile for white light.
 - b. Green or red lights must have a visibility of 1/2 mile minimum.
 - c. Light assembly must have a photo-electric cell assuring that the light is on, only when needed.
 - d. Flashing light rate must be 30 flashes per minute or 60 flashes per minute.
 - e. Light must be solid state operated.
 - f. The light system must have a stand-by bulb that automatically comes on if main bulb fails.
 - g. Light units must be corrosion proof.
 - h. Lamps must be replaceable without moving unit from buoy.
 - i. Lens must be of high impact Polycarbonate with a high gain of (20 to 1 magnification).
 - j. Light must be theft resistant by using S.S. tamper resistant bolt and a special wrench must be provided.
 - k. Light must be capable of high, medium or low intensity, with medium intensity light having a battery life of about four (4) months.
12. Packaging: Each buoy is to be shipped in an appropriate manner to protect float during transit so that it will not be damaged.

SPECIFICATIONS (Cont'd.)

C. BARRIER FLOATS

1. Material: Float to be manufactured of one piece high density polyethylene; filled with closed cell polyurethane foam; shatterproof, unsinkable, ultraviolet inhibited.
2. Construction:
 - a. Must be completely filled with closed cell polyurethane foam. There must not be any voids or cavities in the foam itself. No icing of the foam will be permitted. One inch galvanized steel pipe through float. Anchored in foam to prevent movement. Foam must also adhere to the buoy shell.
 - b. Dimensions:
 1. Diameter - 18 inches
 2. Length - 30 inches
3. Submerged Buoyancy: 200 lbs.
4. Net Weight: 19 lbs.
5. Colors: Standard International Orange and White of plain solid color. Three inch reflective bands available in silver or orange, optional.
6. Exposed surfaces must not have any sharp or rough edges. All seams are to be solvent welded.
7. Exposed surfaces of the buoy are to be coated with a super marine finish.
8. Packaging: Each buoy is to be shipped in an appropriate manner to protect float during transit so that it will not be damaged.
9. Lettering: All floats must bear 2" block letters, black in color. The legend "State of Ohio" must be stenciled, imprinted, or marked in a permanent manner on the horizontal top plane.

D. SPAR TYPE MARKER BUOY - A.B.S.

1. Material: Buoy to be manufactured of Acrylonitril Butadiene Styrene (ABS); filled with closed cell polyurethane foam; shatterproof, unsinkable; ultraviolet inhibited, self-righting.
2. Construction:
 - a. Must show white in color and must have the top cap impregnated with International Orange pigment.
 - b. Immediately below the cap will be a 3" band of silver retro-reflective tape.
 - c. Below this, as an integral part of the buoy, in the same orange color shall be the standard symbols used to conform to the Inland Waterways marking regulations as specified by the Council of State Governments and the U.S. Coast Guard.
 - d. Above, below or enclosed in the symbol must be black block letters with the requested word, (to be specified at time order is placed). These must be 3-1/2" to 4" letters.
 - e. Two inch bands will be above and below the symbols and black lettering.
3. Dimensions:
 - a. Height - 61"
 - b. Diameter - 9"
 - c. Height in water - Buoy to show a minimum of 38" above water line when anchored in place.
4. Foam: Must be completely filled with closed cell polyurethane foam. There must not be any voids or cavities in the foam itself. No icing of the foam will be permitted. Foam must adhere to the buoy shell.

SPECIFICATIONS (Cont'd.)

5. Exposed surfaces must not have any sharp or rough edges. All seams are to be solvent welded.
6. Ballast: Internal 16 lbs. concrete ballast with 1/2" diameter (1" I.D.) steel galvanized mooring eye.
7. The outer surface of the ABS buoys, are to be coated with a super marine finish.
8. Packaging: Each buoy is to be shipped in an appropriate manner to protect buoy during transit so it will not be damaged.
9. Art: Art work and a sample of International Orange ink to be used on a swatch is to be submitted for approval to the Division of Watercraft.
10. Legend: The legend "State of Ohio" must be stenciled, imprinted, or marked in a permanent manner on the horizontal top plane.

E. EXTRA HEAVY DUTY SPAR TYPE BUOY WITH PICK-UP EYE

1. Material: Buoy to be manufactured of HDPE shell, filled with closed cell polyurethane foam, shatterproof, ultraviolet inhibited, unsinkable and self-righting.
2. Construction:
 - a. Snow white in color and must have the top cap impregnated with International Orange pigment.
 - b. A hot dipped galvanized pick-up eye will be placed at the top of the buoy in such a manner that it can swivel.
 - c. The pick-up eye will be attached to the 3/8" galvanized steel rod running through the center of the buoy.
 - d. Immediately below the cap will be a 3" band of silver retro-reflective tape.
 - e. Below this, as an integral part of the buoy, in the same orange color shall be the standard symbols used to conform to the Inland Waterways marking regulations as specified by the Council of State Governments and the U.S. Cost Guard.
 - f. Above, below or enclosed in the symbol must be black block letters with the requested work, (to be specified at time order is placed). These must be 3-1/2" to 4" letters.
 - g. 2" orange bands will be above the lettering and symbols.
3. Dimensions:
 - a. Height - 61"
 - b. Diameter - 9"
 - c. Height in water - Buoy to show a minimum of 38" above water line when anchored in place.
4. Foam: Buoy is to be completely filled with rigid, closed cell polyurethane foam. There must not be any voids or cavities in the foam itself. No icing of the foam will be permitted. The foam must adhere to the buoy shell itself.
5. Exposed surfaces must not have any sharp or rough edges. All seams are to be solvent welded.
6. Ballast: Internal 16 lb. concrete ballast with 1/2" diameter (1" I.D.) steel galvanized mooring eye.
7. Pick-up Eye
8. The outer surface of the HDPE is to be coated with a super marine finish.
9. Packaging: Each buoy to be shipped in an appropriate manner to protect buoy during transit so it will not be damaged.

SPECIFICATIONS (Cont'd.)

10. Art: Art work and a sample of International Orange ink to be used on a swatch to be submitted for approval to the Division of Watercraft.
- 11 Legend: The legend "State of Ohio" must be stenciled, imprinted, or marked in a permanent manner on the horizontal top plane.

F. SHALLOW WATER NUN BUOY

1. Material: Buoy is to be the float collar nun style; manufactured of Acrylonitrile Butadiene Styrene (ABS); filled with closed cell polyurethane foam; shatterproof, unsinkable, ultraviolet inhibited, self-righting.
2. Construction:
 - a. Dimensions:
 1. Nun Diameter & Height - 14" x 30"
 2. Float Collar Diameter & Height - 28" x 12"
 3. Overall Height - 49"
 4. Draft - under 9"
 5. Ballast - internal
3. Foam: Buoy is to be completely filled with closed cell polyurethane foam. There must not be any voids or cavities in the foam itself. No icing of the foam will be permitted.
4. Colors: Buoys must be white with standard inland waterway marking symbols of orange symbols and black lettering as specified in H (pages 11-12). Buoys will also be the standard red in color.
5. Reflective band: Each buoy will have a 3 inch reflective band at the top of the buoy. This will be silver on the white buoys, green on green buoys and red on red buoys.
6. Exposed surfaces must not have any sharp or rough edges. All seams are to be solvent welded.
7. The outer surface of the ABS buoys, are to be coated with a super marine finish.
8. Lettering: All buoys must bear the legend "State of Ohio" must be stenciled, imprinted, or marked in a permanent manner on the horizontal top plane of the buoy base.
9. Packaging: Each buoy is to be shipped in an appropriate manner to protect float during transit so it will not be damaged.

G. SHALLOW WATER NUN BUOY WITH LIGHT

1. Material: Buoy is to be the float collar can style; manufactured of Acrylonitrile Butadiene Styrene (ABS); filled with closed cell polyurethane foam; shatterproof; unsinkable; ultraviolet inhibited; self-righting.
2. Construction:
 - a. Dimensions:
 1. Nun Diameter & Height - 14" x 30"
 2. Float Collar Diameter & Height - 28" x 12'
 3. Overall Height - 49"
 4. Draft - under 9"
 5. Ballast - internal

SPECIFICATIONS (Cont'd.)

3. Buoy must have sealed tube for six 6-volt pin type lantern batteries. Buoy cylinder must have a removable ABS cap with an ABS reinforcing disc .250" thick and top and bottom three 1-21" diameter steel tie rods with reinforcing washers and nuts permanently attached by welding. ABS cylinder wall shall be .120" thick.
 4. Foam: Buoy is to be filled with closed cell polyurethane foam. Foam is to adhere to the inner surface of the float shell and must lock to the interior pipe for the light. There must not be any voids or cavities in the foam itself. No icing of the foam will be permitted.
 5. Colors: Buoys must be white with standard inland waterway marking symbols of orange symbols and black lettering as specified in H (pages 11-12). Buoys will also be the standard red in color.
 6. Reflective band: Each buoy will have a 3 inch reflective band at the top of the buoy. This will be silver on the white buoys, green on green buoys and red on red buoys.
 7. Exposed surfaces must not have any sharp or rough edges. All seams are to be solvent welded.
 8. The outer surface of the ABS buoys, are to be coated with a super marine finish.
 9. Lettering: All buoys must bear the legend "State of Ohio" must be stenciled, imprinted, or marked in a permanent manner on the horizontal top plane of the buoy base.
 10. Buoy Light Requirement:
 - a. Visibility must be a minimum of (1) mile for white light.
 - b. Green or red lights must have a visibility of 1/2 mile minimum.
 - c. Light assembly must have a photo-electric cell assuring that the light shall be on only when needed.
 - d. Flashing light rate must be 30 flashes per minute or 60 flashes per minute.
 - e. Light must be solid state operated.
 - f. The light system must have a stand-by bulb that automatically comes on if main bulb fails.
 - g. Light units must be corrosion proof.
 - h. Lamps must be replaceable without removing unit from buoy.
 - i. Lens must be of high impact Polycarbonate with a high gain of (20 to 1 magnification).
 - j. Light must be theft resistant by using S.S. tamper resistant bolt and a special wrench shall be provided.
 - k. Light must be capable of high, medium or low intensity, with medium intensity light having a battery life of about four (4) months.
 11. Packaging: Each buoy is to be shipped in an appropriate manner to protect float during transit so it not be damaged.
- H. SHALLOW INLAND WATERWAY EMBLEM AND LETTERING (VINYL WRAPPER)
1. The vinyl wrapper must have two sets of symbols and lettering so that when the wrapper is affixed to the buoy each set of symbols and lettering must be 180 degrees apart.
 2. Material
 - a. The material shall be a minimum of 4 mil Mactac B L Vinyl. The vinyl must be soft.
 - b. The material must be capable of instant and permanent adhesion to Acrylonitrile Butadiene Styrene (ABS) and super tough HDPE shell.

3. Construction:
 - a. The color must be white.
 - b. All printing is to be by means of a silk screen process and the ink must be fade resistant and waterproof.
 - c. Dimensions:
 1. Height - 22 1/2"
 2. Width - The sides of the wrapper shall allow a 1/4" overlap when affixed to the buoy.
4. Symbols: All symbols must be of proper proportion and clearly distinguishable.
 - a. Circle Emblem - The Inside diameter shall be a minimum of 8".
 - b. Diamond Shape Enclosing Intersecting Horizontal and Vertical Lines Emblem - The overall height shall not be less than eight (8) inches.
 - c. Diamond Shaped Emblem - The overall height must not be less than eight (8) inches.
5. Lettering:
 - a. The color of the letters must be black.
 - b. The minimum height of the letters will be 3 1/2".
 - c. The maximum height of the letters will be 4".
 - d. The lettering must appear above and below the emblem on the vinyl wrapper.
 - e. The bottom of the lettering above the emblem must be 1/2" above the emblem.
 - f. The top of the lettering below the emblem shall be 1/2" below the emblem.
 - g. Lettering may read but is not limited to; "Danger Dam"; "Danger Rock" etc.
6. Bands:
 - a. The bands must have two orange reflective bands.
 - b. The bands are to be approximately 2" wide.
 - c. One band must be at the top of the wrapper above the lettering above the emblem.
 - d. One band must be at the bottom of the wrapper below any lettering that may be below the emblem.
7. Coating: Each emblem after printing has been placed thereon, is to be clearly acrylic coated.
8. Adhesive: The adhesive must be permanent, waterproof, and have instant initial tact, without cold flow (edge seepage).
9. Shipping:
 - a. The wrappers must not be shipped in a rolled form.

PRICING SCHEDULE

ITEM NUMBER:	ITEM DESCRIPTION	MODEL NO	LESS THAN 5	MINIMUM OF 5 AND LESS THAN 20	MINIMUM OF 20 AND LESS THAN 50	MINIMUM OF 50 AND LESS THAN 100	MINIMUM OF NOT LESS THAN 100
5286	Shallow Water Can Buoy	B1428SW	\$ 269.00	\$ 259.00	\$ 257.00	\$ 256.00	\$ 255.00
0030	Shallow Water Can Buoy With Light	B1428SW w/B381	\$ 423.00	\$ 423.00	\$ 411.00	\$ 410.00	\$ 410.00
0032	Barrier Float	B1830B0	\$ 109.00	\$ 108.00	\$ 107.00	\$ 106.00	\$ 105.00
0031	Spar Type Buoy	B1147R	\$ 79.00	\$ 78.00	\$ 77.00	\$ 75.00	\$ 74.00
5287	Extra Heavy Duty Spar Type Buoy With Pick-Up Eye	B961RPE	\$ 120.00	\$ 116.00	\$ 114.00	\$ 112.00	\$ 109.00
0028	Shallow Water Nun Buoy	B1428NSW	\$ 269.00	\$ 259.00	\$ 257.00	\$ 256.00	\$ 255.00
0029	Shallow Water Nun Buoy With Lights	B1428NSW w/B381	\$ 423.00	\$ 423.00	\$ 411.00	\$ 410.00	\$ 410.00
5288	Standard Inland Waterway Emblem & Lettering	B2939B	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

8054
 Patterson Medical Supply Inc.
 DBA Rolyan Buoys
 W68 N158 Evergreen Blvd
 Cedarburg, WI 53012

BID CONTRACT NO.: OT910605 (12/31/10)*

CONTRACT: OT910605-1

DELIVERY: Shipped 30 ARO

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Gary A. Zeman,

Toll Free: (888) 269-2869
 Telephone: (262) 387-8728
 FAX: (866) 790-3298
 E-mail: sales@rolyanbuoys.com

CONTRACTOR'S IT/MIS CONTACT: Dave Mercer,

Telephone: (262) 387-8720

*Denotes contract renewal through December 31, 2010 with amendment 3.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	01/01/09	Contract Renewal
	09/18/07	Denotes addition of OAKS vendor number.
	09/18/07	Deletion of NIGP codes and addition of OAKS item number
2	06/13/07	Correction to TIN number for CAS and deletion of OBM language.
1	03/02/07	TIN # Change from Ability One Corp. to Patterson Medical Supply Inc. DBA Rolyan Buoys