

# INVITATION TO BID

State of Ohio  
Department of Administrative Services  
General Services Division  
Office of Procurement Services

		BIDDER NAME	
BID NUMBER	OPENING DATE	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
OT904510/OH-27990-RC/WI November 24, 2009		CITY STATE ZIP	
Department of Administration Bureau of Procurement PO Box 7867 Madison, WI 53707-7867		COUNTY	MBE/EDGE CERTIFICATE NUMBER
Attn: Robert D. Canfield		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
Refer to page 3 for link to Master Bid and submission instructions		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. MAC056	BID NOTICE DATE NOVEMBER 19, 2009	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			
<p><b>PARTICIPATING AGENCY(IES):</b> PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.</p>			
<p><b>ADDENDUM FOR CHANGE</b> <b>ADDENDUM NO.: 1</b> <b>REVISION DATE: 11/12/09</b></p>			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:</u></p> <p><b>AMMUNITION FOR PISTOL, REVOLVER, RIFLE, AND SHOTGUN. See page 3 for link to Master Bid</b></p>			
<p>This addendum is issued to replace the Front Bid Page "Invitation to Bid" with a revised form to instruct Bidders to submit Bids and required documentation to the State of Wisconsin in accordance with the procedure outlined in Section 2.0 - BID PROCEDURES AND INSTRUCTIONS of the Bid document. The Bid document is located at <a href="http://vendornet.state.wi.us/vendornet/default.asp">http://vendornet.state.wi.us/vendornet/default.asp</a>. This addendum also removes 37mm and 40mm munitions. They are not part of this solicitation. This addendum also provides for instructions on submitting required and mandatory documents specific to the State of Ohio (see pages 3, 5, and 7.) Finally, this addendum clarifies the contract period as becoming effective approximately 12/15/09 for the state of Ohio and will follow the expirations dates and renewals as set forth in the Contract.</p>			

# INVITATION TO BID

State of Ohio  
Department of Administrative Services  
General Services Division  
Office of Procurement Services

BID NUMBER		OPENING DATE		BIDDER NAME	
OT904510/OH-27990-RC/WI		November 24, 2009		STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
Department of Administration Bureau of Procurement PO Box 7867 Madison, WI 53707-7867 Attn: Robert D. Canfield  Refer to page 3 for link to Master Bid and submission instructions		CITY		STATE	
		COUNTY		MBE/EDGE CERTIFICATE NUMBER	
		TELEPHONE NO. ( )		TOLL FREE NO. 1 - ( )	
		CONTACT PERSON		FAX NO. ( )	
REQ./INDEX NO. MAC052		BID NOTICE DATE November 3, 2009		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					
<p><b>PARTICIPATING AGENCY(IES):</b> ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.</p>					
<p><b>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</b></p> <p><b>AMMUNITION FOR PISTOL, REVOLVER, RIFLE, AND SHOTGUN. See page 3 for link to Master Bid</b></p> <p><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>12/15/09*</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire * 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.</p> <p><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.</p> <p>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.</p>					
PRINTED/TYPED SIGNATURE		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)			DATE

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.

\*Contract beginning date is approximate. This Contract will become effective approximately 12/15/09 for the state of Ohio and will follow the expirations dates and renewals as set forth in the Contract.

PARTICIPATING ADDENDUM  
AMMUNITION FOR PISTOL, REVOLVER, RIFLE, AND SHOTGUN

[Master Bid Number 27990-RC – State of Wisconsin](#)

(Click link above to view master Contract)

State of Ohio Bid #OT904510  
Index # MAC052

I. SCOPE

These specifications are for the procurement of lethal ammunition. This includes a broad range of pistol, revolver, rifle, and shotgun ammunition products.\*\* These products will be available for purchase by various state law enforcement agencies, and properly authorized enforcement departments of other political subdivisions under the authority of O.R.C. 125.04. Products procured under this contract will be used for either/or practice/duty applications by various law enforcement entities. All products must comply with applicable industry standards for manufacturing quality control and quality assurance. Catalog listings should include general product description, practical use applications, and any qualifying standard/certification, i.e. Small Arms Munitions Manufacturers Institute (SAMMI), National Institute of Justice (NIJ), American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), Occupational Safety and Health Administration (OSHA), or the certification of other institutions, associations, or societies recognized as publishing specification standards.

II. CHANGES

This Contract will become effective approximately 12/15/09 for the state of Ohio and will follow the expirations dates and renewals as set forth in the Contract.

In addition to the Terms and Conditions for the state of Wisconsin (lead state) listed in the link above, the following requirements will apply to the state of Ohio\*:

- A. STATE OF OHIO TERMS AND CONDITIONS
- B. Domestic Preference, Ohio Preference, E.D.G.E. Designation – Page 2 of this document
- C. Declaration of Material Assistance (DMA) form: <http://www.publicsafety.ohio.gov/links/HLS0038.pdf>
- D. W9 form: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- E. Insurance Requirements – see page 5 of this document
- F. Affirmative Action Program Verification - <http://www.das.ohio.gov/Eod/AAPV.htm>

The awarded Contractor shall abide by all Terms and Conditions set forth in this Contract and in the case of contradiction between the ITB document and the state of Ohio Terms and Conditions, the state of Ohio Terms and Conditions shall supersede.

\*Required documentation is to be submitted with the Bid; however, Bids will not be disqualified by the state of Wisconsin for documents required by Ohio. The state of Ohio will not sign a contract until the awarded Contractor has supplied all required documentation either with the Bid or upon request by an analyst.

\*\*"37mm and 40mm munitions" removed. 37mm and 40mm munitions are not part of this solicitation

## PARTICIPATING ADDENDUM

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services  
General Services Division, Term Contract Program  
4200 Surface Road  
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

\*MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the bid response. Required documentation/materials should be submitted with the bid. If not submitted with the bid, the bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of State Purchasing. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the bidder being deemed as not responsive and the bid response will be immediately disqualified with no further consideration given for potential awarding of the contract.

For specific submission requirements, bidders should refer to the Specifications and Requirements and the Bid Submission Check List for a listing of those mandatory submissions due with the bid response and those other submissions that should be submitted with the bid response, but which do not become mandatory until requested during the bid evaluation period.

FIXED-PRICE WITH COST ADJUSTMENT: During the life of the contract, there may be a new catalog published and/or price list thereto. In this event, it will be necessary for the Contractor to supply the Office of State Purchasing with one (1) copy of each as applicable. Pricing contained in the new catalog and/or price list will become effective thirty (30) days after receipt of notice by the Office of State Purchasing. Thereafter, state agencies may obtain the new catalog and/or price list from the Contractor.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) 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".

\*Mandatory/Required documentation is to be submitted with the Bid; however, Bids will not be disqualified by the state of Wisconsin for documents required by Ohio. The state of Ohio will not sign a contract until the awarded Contractor(s) has supplied all required documentation either with the Bid or upon request by a state of Ohio analyst.

**BID SUBMISSION CHECK LIST**

**\* MANDATORY/REQUIRED SUBMITTALS TO ACCOMPANY THE BID RESPONSE**

<u>SUBMITTED</u>	<u>SUBMITTAL DESCRIPTION</u>	<u>PAGE REFERENCE</u>
_____	BID COVER PAGE, SIGNED IN BLUE INK	PAGE 1
_____	BUY OHIO & DOMESTIC PREFERENCES	PAGE 2
_____	AA/EEO PROGRAM VERIFICATION (link provided)	PAGE 3
_____	DECLARATION OF MATERIAL ASSISTANCE (link provided)	PAGE 3****
_____	W9 FORM (link provided)	PAGE 3****

**\*\*/\*\*INSURANCE REQUIREMENTS:**

**Reference: Supplemental Contract Terms & Conditions – Page 10**

_____	WORKERS' COMPENSATION CERTIFICATE: ARTICLE S-12
_____	\$1,000,000.00 EMPLOYER'S LIABILITY/STOP GAP: ARTICLE S-12
_____	COMMERCIAL GENERAL LIABILITY: ARTICLE S-13
_____	AUTOMOBILE LIABILITY: ARTICLE S-13

FOR THE COMMERCIAL GENERAL LIABILITY COVERAGE, THE CERTIFICATE MUST ALSO BE ENDORSED TO (1) DESIGNATE THE STATE OF OHIO AS AN ADDITIONAL INSURED, (2) INCLUDE A BLANKET WAIVER OF SUBROGATION, AND (3) STATE THAT THE GENERAL LIABILITY COVERAGE IS PRIMARY OVER ANY OTHER COVERAGE. AFTER NOTIFICATION BY THE STATE, FAILURE TO PROVIDE THE CERTIFICATE AS REQUIRED WILL CAUSE YOUR BID TO BE DEEMED AS NOT-RESPONSIVE, AND NO FURTHER CONSIDERATION FOR AWARD WILL BE GIVEN.

\* Mandatory submissions must be submitted with the bid response. Refer Bid Page 5, Mandatory/Required Submissions.

\*\* Required documentation/materials should be submitted with the bid. If not submitted with the bid, the bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of State Purchasing. Refer Bid Page 5, Mandatory/Required Submissions.

\*\*\* Submit an Acord Certificate or similar certificate from your insurance agent/carrier showing compliance with the required coverage amounts.

\*\*\*\* Declaration of Material Assistance and W9 Form submittals added to list 11/12/09. Initially listed on Page 3.