

The Office of Procurement Services

Invites you to the State Procurement User Group Meeting

When: August 31, 2010, Registration begins at 8:30a.m.

Where: [4200 Surface Road, Columbus, Ohio 43228](#)
Willow/Walnut Conference Center

Topics of Discussion:

9:00 Welcome and Agenda Overview
Terry Tyler, Chief Procurement Officer

Executive Order 2010-09S
Terry Tyler, Chief Procurement Officer

Reverse Auction (RA) Overview (*)
RA Process – Roger Pickett
Results of PC RA – Dan Myers
Food RA – Russ Perry

STS Process Overview (*)
Jim DeLong, IT Procurement Services

Break

Agency Certification
Steve Hunter, Administrator, Office of Procurement Services

Biobased Program Update (*)
Steve Hunter, Administrator, Office of Procurement Services

Print Assessment/Consolidation Overview (*)
Tommy Linley, Print Devices/ Furniture/ Media Manager, Office of Procurement Services

MBE Procurement Manager
Lynnise Smith, Office of Procurement Services

Items with asterisks (*) indicate topics which may be of interest to our cooperative purchasing members, in addition to state agencies.

Welcome to the
State Procurement User Group
Meeting

August 31, 2010

Executive Order 2010-09S

Banning the Expenditure of Public Funds for Offshore Services

Terry Tyler

Chief Procurement Officer

Elements

1. Ohio's economic vitality necessitates constant vigilance in state job creation efforts.

Elements (cont'd)

2. No public funds should be spent on services provided offshore.
 - a) The purchase of offshore services with public funds undermines economic development and other job creation and retention objectives.
 - b) The purchase of offshore services has unacceptable business consequences.

Elements (cont'd)

3. Ohio's Policy has been – and must continue to be – that public funds should not be spent on services provided offshore.
4. Additional steps will ensure that public funds are not spent on services provided offshore. In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:

Elements (cont'd)

- a) No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and Services provided by subcontractors of those providing services purchased by an Executive Agency.

Elements (cont'd)

- b) This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

- c) The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by **August 31, 2010**, procedures to ensure all of the following:

Elements (cont'd)

- i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:
 - (a) Reflect this Order's prohibition on the purchase of offshore services.
 - (b) Require service providers or prospective service providers to:
 - i. Affirm that they understand and will abide by the requirements of this Order.
 - ii. Disclose the location(s) where all services will be performed by any contractor or subcontractor.

Elements (cont'd)

- iii. Disclose the location(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
- iv. Disclose any shift in location of any services being provided by the contractor or any subcontractor.
- v. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.

Elements (cont'd)

- ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - (a) Any such proposal for services lacking the affirmation and disclosure requirements of this order will not be considered.
 - (b) Any such proposal where the performance of services is proposed to be provided at a location outside the U.S. by the contractor or any subcontractor, will not be considered.

Elements (cont'd)

- iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.

- iv. All APOs have adequate training which addresses the terms of this Order.

Elements (cont'd)

Exceptions. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

- a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.

Contractor Affirmation

- I. Executive Order Requirements
 - a. Read, understands, shall abide by EO
 - b. Shall perform no services required by this contract outside of the United States
 - c. Affirms, understands and agrees to immediately notify the State of any change or shift in location(s) of services performed by contractor or its subcontractors under this contract. No services shall be changed or shifted to a location outside of the U.S.

Contractor Affirmation

- II. Termination, Sanction, Damages
 - a. Not obligated and shall not pay
 - b. Material breach of the contract
 - c. All funds for services returned
 - d. Termination of contract
 - e. Recovery of additional costs
 - f. Recover liquidated damages
- III. Assignment/Delegation
 - a. Not allowed

Frequently Asked Questions (FAQs)

1. Does the Executive Order 2010-09S ban the use of funds (within the control of the executive agency) to purchase services which will be provided in Mexico? In Canada?

Frequently Asked Questions (FAQs)

2. Does the prohibition “attach” only to state funds?
3. Does Executive Order 2010-09S ban the use of any funds to purchase goods?

Frequently Asked Questions (FAQs)

4. Our agency wants to purchase a good, but the good also has a service component, such as a helpline phone number for technical or warranty questions. This service may be provided outside the United States. Does Executive Order 2010-09S ban the use of any funds to make this purchase?

Frequently Asked Questions (FAQs)

5. Is Executive Order 2010-09S retroactive for previously made purchases?

Frequently Asked Questions (FAQs)

6. Our agency has a contract where all services are performed in Ohio by Ohio workers, but the company is owned by a foreign country. Is our agency allowed to pay for these services?
7. Does Executive Order 2010-09S ban the purchase of services provided by a foreign company that is using foreign workers who work onshore, inside the United States?

Frequently Asked Questions (FAQs)

8. Does the prohibition apply to services provided by subcontractors?
9. What if a service provider fails to properly disclose a change of performance location, but they have not yet provided any services? What are the contractual remedies?
10. What if the contractor assigns the contract to another provider?

Frequently Asked Questions (FAQs)

11. What if a prospective service provider says that it is only able to provide services offshore, but it says that it will provide those services free of charge to the state? Can the agency enter into an agreement with the provider?

Executive Order 2010-09S

Questions?????

Roger Pickett, Hedgehog

Reverse Auction Process

Dan Myers, ITPS Analyst

PC Reverse Auction

PC Reverse Auctions

- ACQ1005-1
 - 710 Dell laptops for BWC
 - Baseline price for all laptops: \$980,414
 - Bid Award: \$950,169
 - Savings of \$30,245 or 3.08%
- ACQ1006-1
 - 3,687 HP desktops and laptops for DOT
 - Baseline price for all computers: \$3,281,502
 - Bid Award: \$2,859,566
 - Savings of \$421,936 or 12.86%
- ACQ1007
 - 1,400 HP desktops for DRC & TAX
 - Baseline price for all desktops: \$1,079,400
 - Bid Award: \$1,052,300
 - Savings of \$27,100 or 2.51%

Russ Perry, PS Analyst

Food Reverse Auction

FY10 One Time Food Reverse Auctions

320 ITB Events

(15 ITB's Max/RA; 50 Min. Total)

\$16 Million in Spend

\$1.3 Million in Savings

8%

SA102911 8/3/10 Beans, Kidney, Canned

1	<u>H. Schrier & Co.</u>	\$ 12.39	# 1	08/03/10 11:49:27 AM
2	<u>Supreme Food</u>	\$ 12.437	# 1	08/03/10 11:48:39 AM
3	<u>H. Schrier & Co.</u>	\$ 13.13	# 1	08/03/10 11:46:57 AM
4	<u>Supreme Food</u>	\$ 13.137	# 1	08/03/10 11:46:10 AM
5	<u>H. Schrier & Co.</u>	\$ 13.14	# 1	08/03/10 11:46:00 AM
6	<u>H. Schrier & Co.</u>	\$ 13.16	# 2	08/03/10 11:45:40 AM
7	<u>Supreme Food</u>	\$ 13.157	# 1	08/03/10 11:43:53 AM
8	<u>H. Schrier & Co.</u>	\$ 13.17	# 1	08/03/10 11:43:37 AM
12	<u>Supreme Food</u>	\$ 13.197	# 1	08/03/10 11:40:54 AM
13	<u>H. Schrier & Co.</u>	\$ 13.20	# 1	08/03/10 11:40:01 AM
48	<u>H. Schrier & Co.</u>	\$ 14.90	# 2	08/03/10 11:03:56 AM
49	<u>H. Schrier & Co.</u>	\$ 15.00	# 2	08/03/10 11:03:41 AM
50	<u>Supreme Food</u>	\$ 13.437	# 1	08/03/10 09:37:26 AM

STATE OF OHIO, DAS, OFFICE OF PROCUREMENT SERVICES

Page No. 1

BID NO: SA102911-L
 REQ. NO.: DMH011120329
 REQ. DOLLAR AMT. \$13,137.60
 OPENING DATE: August 3, 2010
 BUYERS NAME: Dammeyer
 PRODUCT DESCRIPTION: Beans, Dried, Red or Dark Red Kidney, Canned

Evaluation: Bid will be evaluated according to price per case.
Award: One award will be made to the lowest responsible and responsive bidder meeting or exceeding all bid specifications and requirements listed herein.

		QTY	UOM	PRICE BID	PREF.	EXTD. AMT.	PRICE BID	PREF.	EXTD. AMT.	PRICE BID	PREF.	EXTD. AMT.
VENDOR NO.:				1			2					
VENDOR NAME				H. Schrier & Co., Inc			Supreme Food Resource, Inc					
VENDOR CITY/STATE				NY			OH					
		952	CS	\$12.390		\$11,795.28	\$12.437		\$11,840.02			
					AWARD							

Jim Delong, ITPS STS Manager

ITPS STS Process Overview



State Procurement

for **Contractors/Vendors**

for **Government Entities**

for **State Employees**

for **the Public**



What's New **HELP**

Selling to the State **HELP**

Current Contracts **HELP**

OAKS Information

What's New

Think Ohio First Score Card

Selling to the State

Current Contracts

Find It Fast

Procurement Contacts

Help & Reference Materials

FAQ

Forms

Web Links

Comments/Questions

Training/Tutorials

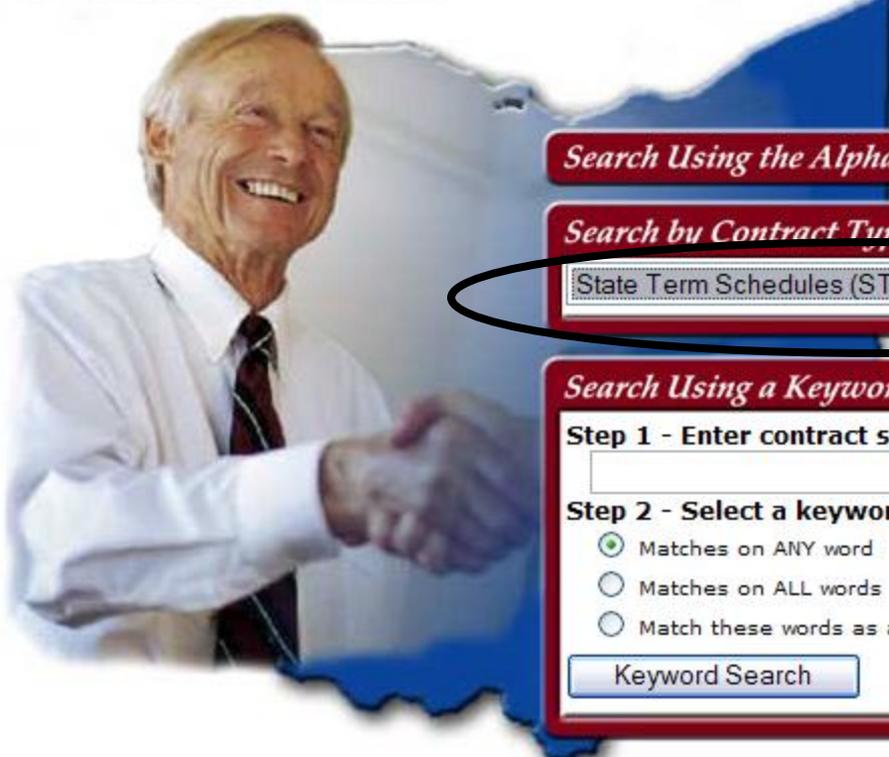
Login

The State of Ohio's Procurement Web site provides access to bid opportunities and contract award information for supplies and services from all levels of state government.

Go to the State Procurement website www.procure.ohio.gov,
Click on Current Contracts.

- Procurement Home
- OAKS Information
- What's New
- Think Ohio First Score Card
- Selling to the State
- e-Buy!Ohio
- Find It Fast
- Procurement Contacts
- Help & Reference Materials
- FAQ
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- Comments/Questions
- Training/Tutorials
- Login

Current Contracts



Search Using the Alpha List **HELP**

Search by Contract Type **HELP**

State Term Schedules (STS) ▾

Search Using a Keyword **HELP**

Step 1 - Enter contract specific keywords

Step 2 - Select a keyword search method

- Matches on ANY word
- Matches on ALL words
- Match these words as an "exact phrase"

Click on drop down menu, Choose STS or MMA



State Procurement

- for **Contractors/Vendors**
- for **Government Entities**
- for **State Employees**
- for **the Public**

-
- Procurement Home
- Current Contracts
- Find It Fast
- Procurement Contacts
- Help & Reference Materials
- FAQ
- Forms
- Web Links
- Comments/Questions
- Training/Tutorials
- Login

Search for State Term Schedules (STS)

Enter the STS search criteria below and select [Search] for results.

** Click For More Information*
[BWC Contribution Restriction Language](#)

General Criteria

Commodity Category: All

Schedule Number: 533268 Contains Is

Index #:

Company Name: as Vendor Dealer All

Other Criteria

Cooperative Purchasing:

Financing Option:

Leasing Option:

Enter the state term schedule number or company name, Click the Search button

[How to Establish STS / Forms](#)
[Return to Current Contracts](#)



State Procurement

DAS Home

for **Contractors/Vendors** for **Government Entities** for **State Employees** for **the Public**

-
- Procurement Home
- Current Contracts
- Find It Fast
- Procurement Contacts
- Help & Reference Materials
- FAQ
- Forms
- Web Links
- Comments/Questions
- Training/Tutorials
- Login

Search Results for State Term Schedules (STS)

Selected Search Criteria

General Criteria

Schedule Number: 533268

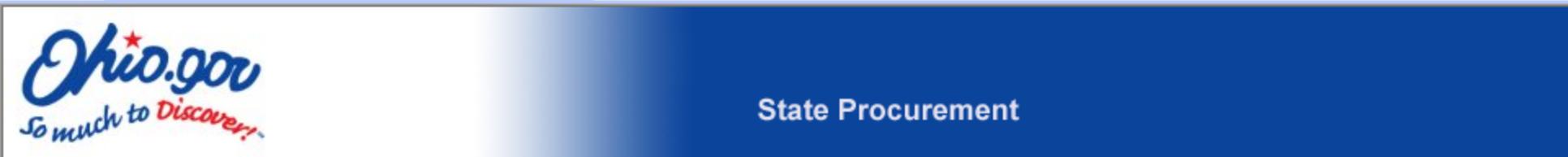


View Records by Category

Title	Type	Index#	Contract#	Effective	Expiration	Vendor
<small>Click Circle to Sort by Column</small>	<input type="radio"/>					
Computer Hardware, Software, and IT Services	STS	STS-033	533268-2	1/17/2005	6/30/2011	Hewlett-Packard Company

[Return to Current Contracts](#)

Click on contract number to obtain more detail



- Procurement Home
- Current Contracts
- Find It Fast
- Procurement Contacts
- Help & Reference Materials
- FAQ
- Forms
- Web Links
- Comments/Questions
- Training/Tutorials

Details for: Computer Hardware, Software, and IT Services

General Information

Contract Type: State Term Schedule
Contract Status: Amended
Commodity Category: Computers, Software, Supplies & Services
Schedule Number: 533268-2
Index Number: STS-033
Vendor: Hewlett-Packard Company
Vendor OAKS Contract ID: 533268-2-24
Dealers(s): [Click to View](#)
Comments/Memo: [Current Contract Price List](#)

Dates

Expiration Date: 6/30/2011

Other

Open to Co-op: Yes
Financing Available: No
Leasing Available: No

Contract with Dealer Listing

Associated PDF Files

Amendment/Addenda: Select a number to view the information
Terms and Conditions: [Click to View TERMS & CONDITIONS](#)
Title Page: [Click to View TITLE PAGE](#)

[Back to Previous Page](#)

Dealer listing page will open separately and display an alphabetical list of dealers

Vendor Dealers - Windows Internet Explorer

Dealer List

Listed below are all Dealers for this Vendor on this Contract.

Dealer Name	OAKS Contract ID
AdvizeX Technologies, LLC	533268-2-25
Agilysys, Inc.	533268-2-17
Applied Laser Technologies	533268-2-20
Bailey Communications, Inc.	533268-2-51
Brown Enterprise Solutions, Inc.	533268-2-1
Business Smarts	533268-2-32
Cannon IV, Inc.	533268-2-21
CBIZ Network Solutions, LLC	533268-2-49

-
- Procurement Home
- Current Contracts
- Find It Fast
- Procurement Contacts
- Help & Reference Materials
- FAQ
- Forms
- Web Links
- Comments/Questions
- Training/Tutorials

Details for: Computer Hardware, Software, and IT Services

General Information

Contract Type: State Term Schedule
Contract Status: Awarded
Commodity Category: Computers, Software, Supplies & Services
Schedule Number: 533089-0
Index Number: STS-033
Vendor: **Thunderstone Software**
Vendor OAKS Contract ID: 533089-0
Comments/Memo: [Current Contract Price List](#)

Dates

Expiration Date: 6/30/2011

Other

Open to Co-op: Yes
Financing Available: No
Leasing Available: No

Associated PDF Files

Amendment/Addenda: Select a number to view the information
Terms and Conditions: [Click to View TERMS & CONDITIONS](#)
Title Page: [Click to View TITLE PAGE](#)

[Back to Previous Page](#)

Contract with no dealers



Procurement Home
Current Contracts
Find It Fast
Procurement Contacts
Help & Reference Materials
FAQ
Forms
Web Links
Comments/Questions
Training/Tutorials

Details for: Computer Hardware, Software, and IT Services

General Information

Contract Type: State Term Schedule
Contract Status: Amended
Commodity Category: Computers, Software, Supplies & Services
Schedule Number: 533111-4
Index Number: STS-033
Vendor: Columbus Micro Systems
Vendor OAKS Contract ID: 533111-4-1
Dealer: **VBCConfidential, LLC**
Dealer OAKS Contract ID: 533111-4-2
Comments/Memo: [Current Contract Price List](#)

Dates

Expiration Date: 6/30/2011

Other

Open to Co-op: Yes
Financing Available: No
Leasing Available: No

Associated PDF Files

Amendment/Addenda:  Select a number to view the information
Terms and Conditions: [Click to View TERMS & CONDITIONS](#)
Title Page: [Click to View TITLE PAGE](#)

Contract with a single dealer



State Procurement

for **Contractors/Vendors**

for **Government Entities**

for **State Employees**

for **the Public**



Details for: Computer Hardware, Software, and IT Services

General Information

- Contract Type:** State Term Schedule
- Contract Status:** Amended
- Commodity Category:** Computers, Software, Supplies & Services
- Schedule Number:** 533268-2
- Index Number:** STS-033
- Vendor:** Hewlett-Packard Company
- Vendor OAKS Contract ID:** 533268-2-24
- Dealers(s):** [Click to View](#)
- Comments/Memo:** [Current Contract Price List](#)

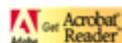
Dates

Expiration Date: 6/30/2011

Other

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- Leasing Available:** No

Associated PDF Files



- Amendment/Addenda:** Select a number to view the information
- Terms and Conditions:** [Click to View TERMS & CONDITIONS](#)
- Title Page:** [Click to View TITLE PAGE](#)

To audit vendor pricing,
Click on the Current Contract Price List link

[Back to Previous Page](#)

Navigation bar of Windows Internet Explorer showing address bar, search, and various tool icons.

Find dialog box with a search input field and 'Previous' and 'Next' navigation buttons. The entire dialog box is circled in red.

Product Name	Manufacturer	Vendor Part No	Description	Unit of Meas	State Price
Hardware	Hewlett-Packard	341177-B21	Cable Offset 12ft Ext VHDCI/WIDE	Each	78.00
Hardware	Hewlett-Packard	384777-B21	Medical Archive SW DICOM -GNS Card	Each	23,450.00
Hardware	Hewlett-Packard	392367-421	SB, Expansion Cabinet	Each	12,864.00
Hardware	Hewlett-Packard	392369-001	HP MAS WAN Connectivity Kit	Each	8,597.44
Hardware	Hewlett-Packard	403557-B21	Microsoft SC DPM LTU 2006	Each	162.35
ProLiant Server - Racks & Power	Hewlett-Packard	120672-B21	HP 9000 and 10000 Rack Ballast Kit	Each	177.00
ProLiant Server - Racks & Power	Hewlett-Packard	142257-002	HP IEC320-C14 to C13 (10A/8ft/2.5m) PDU Cable	Each	13.00
ProLiant Server - Racks & Power	Hewlett-Packard	142257-003	HP IEC320-C14 to C13 (10A/10ft/3.0m) PDU Cable	Each	13.00
ProLiant Server - Racks & Power	Hewlett-Packard	142257-006	HP IEC320-C14 to C13 (10A/4.5ft/1.37m) PDU Cable	Each	14.00
ProLiant Server - Racks & Power	Hewlett-Packard	142257-007	HP IEC320-C14 to C13 10A/4.5ft/1.37m 15 PDU Cable	Each	83.00
ProLiant Server - Racks & Power	Hewlett-Packard	142257-B28	HP IEC C13-C14 Cable Option Kit	Each	11.00
ProLiant Servers - Accessories	Hewlett-Packard	166389-B21	HP Internal Wide Ultra3 NHP Cable	Each	46.00
ProLiant Server - Racks & Power	Hewlett-Packard	168233-B21	Compaq Cable Management D Rings	Each	27.00
ProLiant Servers - Accessories	Hewlett-Packard	217053-B21	HP 16X DVD-ROM Drive Option Kit	Each	79.00
Hardware	Hewlett-Packard	221692-B21	HP 2m Multi-mode OM2 LC/LC FC Cable	Each	68.00
Storage - Commercial	Hewlett-Packard	221692-B22	HP 5m Multi-mode OM2 LC/LC FC Cable	Each	74.00
Storage - Commercial	Hewlett-Packard	221692-B23	HP 15m Multi-mode OM2 LC/LC FC Cable	Each	98.00
Storage - Commercial	Hewlett-Packard	221692-B23#0D1	Factory Integrated	Each	0.00
ProLiant Servers - Accessories	Hewlett-Packard	227099-001	HP ProLiant 12 ft Power Cord	Each	14.00
ProLiant Servers - Accessories	Hewlett-Packard	227099-002	HP ProLiant 12 ft Power Cord	Each	72.00
ProLiant Server - Racks & Power	Hewlett-Packard	234672-B21	100kg Sliding Shelf	Each	259.00
ProLiant Servers - Accessories	Hewlett-Packard	235603-001	Compaq 15A 125V Nema 5-15P/IEC320-C19 Power Cord	Each	10.00
ProLiant Servers - Accessories	Hewlett-Packard	235604-001	HP 20A 250V Nema 6-20P/IEC320-C19 Power Cord	Each	60.00
ProLiant Server - Racks & Power	Hewlett-Packard	248929-B21	10000 Rack Coupling Kit	Each	78.00
ProLiant Server - Racks & Power	Hewlett-Packard	248931-B21	HP 9000 to 10000 Rack Offset Baying Kit	Each	224.00
ProLiant Server - Racks & Power	Hewlett-Packard	252663-B21	HP 40A High Voltage Modular Power Distribution Unit	Each	465.00
ProLiant Server - Racks & Power	Hewlett-Packard	252663-B24	HP 16A High Voltage Modular Power Distribution Unit	Each	293.00
ProLiant Server - Racks & Power	Hewlett-Packard	252663-D71	HP 24A Low Voltage Modular Power Distribution Unit	Each	331.00
ProLiant Server - Racks & Power	Hewlett-Packard	252663-D72	HP 24A High Voltage Modular Power Distribution Unit	Each	293.00
ProLiant Server - Racks & Power	Hewlett-Packard	252663-D73	HP 16A High Voltage Modular Power Distribution Unit	Each	238.00
ProLiant Server - Racks & Power	Hewlett-Packard	262588-B21	HP KVM CAT5 1-pack PS/2 Interface Adapter	Each	97.00
ProLiant Server - Racks & Power	Hewlett-Packard	263474-B21	HP 3ft Qty 4 KVM CAT5 Cable	Each	16.00
ProLiant Server - Racks & Power	Hewlett-Packard	263474-B22	HP 6ft Qty 8 KVM CAT5 Cable	Each	37.00
ProLiant Server - Racks & Power	Hewlett-Packard	263474-B23	HP 12ft Qty 8 KVM CAT5 Cable	Each	42.00
ProLiant Server - Racks & Power	Hewlett-Packard	263474-B24	HP 20ft Qty 4 KVM CAT5 Cable	Each	28.00
ProLiant Server - Racks & Power	Hewlett-Packard	263474-B25	HP 40ft Qty 1 KVM CAT5 Cable	Each	14.00

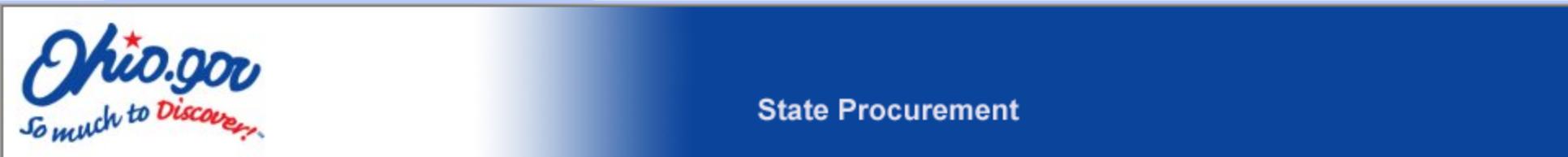
All items on contract are on this sheet.
 Ctrl+F on the keyboard will open the Find option.

Find

Find Previous Next

Product Name	Manufacturer	Vendor Part No	Description	Unit of Meas	State Price
Hardware	Hewlett-Packard	341177-B21	Cable Offset 12ft Ext VHDCI/WIDE	Each	78.00
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Hardware	Hewlett-Packard	392367-421	SB_Expansion Cabinet	Each	12,864.00
Hardware	Hewlett-Packard	392369-001	HP MAS WAN Connectivity Kit	Each	8,597.44
Hardware	Hewlett-Packard	403557-B21	Microsoft SC DPM LTU 2005	Each	162.35
ProLiant Server - Racks & Power	Hewlett-Packard	120672-B21	HP 9000 and 10000 Rack Ballast Kit	Each	177.00
ProLiant Server - Racks & Power	Hewlett-Packard	142257-002	HP IEC320-C14 to C13 (10A/5W/2.5m) PDU Cable	Each	13.00
ProLiant Server - Racks & Power	Hewlett-Packard	142257-003	HP IEC320-C14 to C13 (10A/10W/3.0m) PDU Cable	Each	13.00
ProLiant Server - Racks & Power	Hewlett-Packard	142257-006	HP IEC320-C14 to C13 (10A/4.5W/1.37m) PDU Cable	Each	14.00
ProLiant Server - Racks & Power	Hewlett-Packard	142257-007	HP IEC320-C14 to C13 10A/4.5W/1.37m/ 15 PDU Cable	Each	83.00
ProLiant Server - Racks & Power	Hewlett-Packard	142257-028	HP IEC C13-C14 Cable Option Kit	Each	11.00
ProLiant Server - Racks & Power	Hewlett-Packard	224672-B21	10000 sliding shelf	Each	259.00
ProLiant Servers - Accessories	Hewlett-Packard	235603-001	Compag 15A 125V Nema 5-15P/IEC320-C19 Power Cord	Each	10.00
ProLiant Servers - Accessories	Hewlett-Packard	235604-001	HP 20A 250V Nema 5-20P/IEC320-C19 Power Cord	Each	60.00
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ProLiant Server - Racks & Power	Hewlett-Packard	252663-D72	HP 24A High Voltage Modular Power Distribution Unit	Each	293.00
ProLiant Server - Racks & Power	Hewlett-Packard	252663-D73	HP 40A High Voltage Modular Power Distribution Unit	Each	538.00
ProLiant Server - Racks & Power	Hewlett-Packard	252663-D74	HP 24A HV Core Only Modular Power Distribution Unit	Each	246.00
ProLiant Server - Racks & Power	Hewlett-Packard	252663-D75	HP 40A HV Core Only Modular Power Distribution Unit	Each	427.00
ProLiant Server - Racks & Power	Hewlett-Packard	253449-B21	10000 Rack PDU Monitor Unit	Each	110.00
ProLiant Server - Racks & Power	Hewlett-Packard	257413-B21	HP 10000 Rack Roof Mount Fan (110V) Kit	Each	281.00
ProLiant Server - Racks & Power	Hewlett-Packard	257414-B21	HP 10000 Rack Roof Mount Fan (220V) Kit	Each	281.00
ProLiant Server - Racks & Power	Hewlett-Packard	262587-B21	HP KVM CATS 8-pack PS/2 Interface Adapter	Each	695.00
ProLiant Server - Racks & Power	Hewlett-Packard	262588-B21	HP KVM CATS 1-pack PS/2 Interface Adapter	Each	97.00
ProLiant Server - Racks & Power	Hewlett-Packard	263474-B21	HP 3ft Qty 4 KVM CATS Cable	Each	16.00
ProLiant Server - Racks & Power	Hewlett-Packard	263474-B22	HP 6ft Qty 8 KVM CATS Cable	Each	37.00
ProLiant Server - Racks & Power	Hewlett-Packard	263474-B23	HP 12ft Qty 8 KVM CATS Cable	Each	42.00
ProLiant Server - Racks & Power	Hewlett-Packard	263474-B24	HP 20ft Qty 4 KVM CATS Cable	Each	28.00
ProLiant Server - Racks & Power	Hewlett-Packard	263474-B25	HP 40ft Qty 1 KVM CATS Cable	Each	14.00
ProLiant Servers - Accessories	Hewlett-Packard	264007-B21	HP 8X/24X SlimLine DVD-ROM Drive	Each	119.00
ProLiant Servers - Accessories	Hewlett-Packard	273241-B21	HP RA6403 Ultra320 Expansion Module	Each	459.00

Enter a key word and click Next.
 The first reference to the key word will be highlighted in the sheet.
 To continue, Click Next until through the entire document.



for Contractors/Vendors for Government Entities for State Employees for the Public

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Details for: Computer Hardware, Software, and IT Services

General Information

Contract Type: State Term Schedule
Contract Status: Amended
Commodity Category: Computers, Software, Supplies & Services
Schedule Number: 533268-2
Index Number: STS-033
Vendor: Hewlett-Packard Company
Vendor OAKS Contract ID: 533268-2-24
Dealers(s): [Click to View](#)
Comments/Memo: [Current Contract Price List](#)

Dates

Expiration Date: 6/30/2011

Other

Open to Co-op: Yes
Financing Available: No
Leasing Available: No

Associated PDF Files

Amendment/Addenda:  Select a number to view the information
Terms and Conditions: [Click to View TERMS & CONDITIONS](#)
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Click on Click to View Terms & Conditions to see Terms and Conditions of this schedule.

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Basic Terms and Conditions

STATE TERM CONTRACT

This CONTRACT (the "Contract") is between the State of Ohio ("State"), through its Department of Administrative Services, General Services Division, at 4200 Surface Road, Columbus, Ohio, 43228 and Insert Vendor Name ("Contractor"), with offices at Insert Vendor Street Address, Insert Vendor City, Insert Vendor State, Insert Vendor Zip.

BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State may enter into a contract with the manufacturer provided that the manufacturer offers its products and ancillary services at the same prices that the manufacturer offers those products and services to the US Government under the GSA's Multiple Award Schedule program or SmartBuy program. Or if the manufacturer has no contract under the GSA's Multiple Award Schedule program or SmartBuy program, the State will accept the pricing the manufacturer offers to its distributors. Further, if the manufacturer has no GSA Multiple Award Schedule or SmartBuy contract and no distributors, the State may accept the prices that the manufacturer offers to its most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customers better support through dealers that have a local presence in a service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers.

However, if the Contractor is not the manufacturer of the products or services under this Contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor is an authorized dealer in the manufacturer's products or services. The letter also must assure the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract to meet the State's needs under the Contract during the initial term and any extensions. Further, the letter must identify each of the manufacturer's product and service that the Contractor will supply under this Contract. The letter also must contain an assurance of the availability through the dealer of repair services and spare parts for products covered by this Contract for five years from the date of purchase. It also must contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a perpetual license fee of less than \$10,000.00 per copy.) The dealer must submit the letter, signed by an authorized representative of the manufacturer, with the executed copies of this Contract.

This Contract establishes terms and conditions under which State agencies (including any board, instrumentality, commission, or other political body) and Ohio political subdivisions, such as counties, municipalities, and townships, may acquire the Contractor's products or services at the pricing identified below. This Contract, however, only permits such: it is not a requirements contract and does not obligate any State agency or political subdivision to acquire the Contractor's products or services.

TERMS AND CONDITIONS

1 - TERM

- 1.1 **TERM.** This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature, below. Unless this Contract is terminated or expires without renewal, it will remain in effect until June 30, [20XX]. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

Example of Software License Agreement Terms and Conditions

Exhibit II

SOFTWARE LICENSE AGREEMENT
GENERAL TERMS AND CONDITIONS

BY USING THIS SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT USE THIS SOFTWARE.

The State Term Schedule and THESE TERMS AND CONDITIONS CONSTITUTE THE ENTIRE LEGAL AGREEMENT BETWEEN CUSTOMER AND MERIDIAN KNOWLEDGE SOLUTIONS, LLC ("MERIDIAN") CONCERNING THE PROPRIETARY MERIDIAN GLOBAL SOFTWARE PROGRAM AND ASSOCIATED DOCUMENTATION ("SOFTWARE").

A. Meridian has developed the proprietary software applications and associated documentation (the "Software") described in the License Agreement.

B. Meridian has the right to grant sublicenses to certain third-party software, other products and associated documentation (the "Sublicensed Third-Party Products") used in connection with the Software.

C. Customer wishes to be granted certain limited rights to modify and use the Software and to use the Sublicensed Third-Party Products, and Meridian wishes to grant such rights to Customer, as described in this Agreement.

1. License Grant.

a. License Grant – Software. For each item of Software named in a Schedule, Meridian hereby grants to Customer a perpetual, non-exclusive, non-transferable license (the "License"), for the term set forth in such Schedule, to (i) use such Software; (ii) install such Software on the number of servers set forth in such Schedule; (iii) make one (1) additional copy of such Software to use solely for backup and archival purposes; (iv) distribute, publish and display such Software to Customer's employees and independent consultants solely for the purpose of exercising Customer's rights and performing Customer's obligations hereunder; (v) make a reasonable number of copies of any user guides for each Software to use by the authorized users of such Software; (vi) if such Software is furnished by Meridian in source code form, modify such Software in order to (a) integrate Customer's content with such Software and (b) customize such Software to suit Customer's internal needs and business purposes; and (vii) make one (1) additional copy of such Software and any derivative work authorized hereunder to use solely to develop and test the modifications described in clause (vi). The foregoing license grant is subject to the restrictions below and the other terms and conditions of the Agreement.

b. License Grant – Sublicensed Third-Party Products. For each item of Sublicensed Third-Party Products named in a Schedule, Meridian hereby grants to Customer a perpetual, non-exclusive, non-transferable limited sublicense (the "Sublicense"). For the term set forth in such Schedule, to (i) use such Sublicensed Third-Party Products; and (ii) install such Sublicensed Third-Party Products on the number of servers set forth in such Schedule. The foregoing license grant is subject to the restrictions below and the other terms and conditions of this Agreement.

c. Restrictions on Use. Customer will use, and modify the Software only for Customer's internal business purposes, subject to the additional restrictions set forth in this Agreement. Except as expressly authorized herein, Customer will not (i) reproduce or copy the Software, any derivative work thereof or the Sublicensed Third-Party Products, in whole or in part; (ii) distribute, publish or display the Software, any derivative work thereof or the Sublicensed Third-Party Products, in whole or in part, to or for the benefit of any third party (including, without limitation, a third-party or service bureau basis); (iii) install the Software, any derivative work thereof or the Sublicensed Third-Party Products on more than the number of servers specified in the applicable Schedule; or (iv) permit someone other than the authorized users specified in the applicable Schedule to use the Software, any derivative work thereof or the Sublicensed Third-Party Products. In no event will any affiliate of Customer be permitted as an authorized user under this Agreement, unless otherwise specified in a Schedule. For purposes of this Agreement, an "affiliate" of Customer means any person or entity that directly or indirectly controls, is controlled by, or is under common control with, Customer.

2. Fees/Payment Terms.

a. Fees. In consideration of the License and the Sublicense granted under the Agreement, Customer will pay to Meridian the license fees set forth in the applicable Schedule (the "License Fees"). In consideration of the software maintenance support provided under this Agreement (the "Maintenance Support"), Customer will pay the maintenance support fees set forth in the applicable Schedule (the "Maintenance Support Fees"). In consideration of any other products provided or services performed under this Agreement, Customer will pay the fees and charges described in the applicable State Term Schedule schedule.

b. Acceptance. Acceptance of the Software will be upon installation in the Meridian development environment, where Customer will have access to the software for configuration, customization, and related implementation services, or upon Customer receipt of packaged Software at a destination designated by Customer.

c. -

Example of modified state term schedule Terms and Conditions

Exhibit II

The following are changes to the Contract and are incorporated into the Contract as if written therein.

Indemnity: Section 7.4 is modified to as follows:

INDEMNITY. The Contractor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to tangible property arising out of its performance under this Contract, provided such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

Limitation of Liability: Item (b) of Section 7.5 is modified to read as follows:

"7.5 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT OR ANY ATTACHMENTS THERETO, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE.
2. THE CONTRACTOR WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO IT'S FAULT OR NEGLIGENCE, OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT UP TO A MAXIMUM OF TWO (2) TIMES THE VALUE OF THE CONTRACT OR EIGHT MILLION DOLLARS (\$8,000,000) WHICH EVER IS GREATER.

CONTRACTOR

STATE OF OHIO,
OFFICE OF INFORMATION TECHNOLOGY

BY: _____

R. STEVE EDMONSON
DIRECTOR, OFFICE OF INFORMATION TECHNOLOGY
STATE CHIEF INFORMATION OFFICER

TITLE: _____

DATE: _____

DATE: _____



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Details for: Computer Hardware, Software, and IT Services

General Information

- Contract Type:** State Term Schedule
- Contract Status:** Amended
- Commodity Category:** Computers, Software, Supplies & Services
- Schedule Number:** 533268-2
- Index Number:** STS-033
- Vendor:** Hewlett-Packard Company
- Vendor OAKS Contract ID:** 533268-2-24
- Dealers(s):** [Click to View](#)
- Comments/Memo:** [Current Contract Price List](#)

Dates

Expiration Date: 6/30/2011

Other

- Open to Co-op:** Yes
- Financing Available:** No
- Leasing Available:** No

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Hewlett-Packard Company

STATE TERM SCHEDULE

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

Index No: STS033
OAKS Contract ID: 533268-2-24
Category: Hardware/Software
Rev Date: 06/30/2009

This state term contract may be used by any state agencies, as well as properly registered political subdivisions, as defined in Section 125.04(B) of the Revised Code. Additionally, state universities, vocational schools, community colleges, and other institutions of higher education may use this contract. But such use is subject to those entities meeting all requirements under their procurement authority. This is not a requirements contract, and no state agency or political subdivision is obligated to make purchases under it.

CONTRACT NUMBER 533268-2-24 (6/30/2007) **extended through 6/30/2011**

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

P.O.'s To:

0000090240
Hewlett-Packard Company
10001 Parham Drive
Omaha, NE 68154

Invoices From:

0000090240
Hewlett-Packard Company
13207 Collections Center Dr.
Chicago, IL 60655

Contractor's Contact:

Ms. Nancy E. Lenkowski Telephone: 630 970-1105 FAX: 630-884-3201 Email: nancy.lenkowski@hp.com

Delivery:

90 Days A.R.O.- F.O.B. Destination

Terms:

Net 30 Days

UNSPSC CODES:

All purchase orders placed against this contract shall list the following UNSPSC Codes for the respective items.

- 43211600 - Computer accessories
- 43210000 - Computer Equipment and Accessories
- 43230000 - Software
- 86000000 - Education and Training Services
- 55111600 - Electronic software reference material
- 81110000 - Computer services

EFFECTIVE DATE:

This contract is effective from 11/17/2005 through 6/30/2011, unless extended. Use the contractor's contact information above to obtain information, approved literature, and certification letter.

APPROVED PRODUCTS/SERVICES:

Only the products, products, and services listed in the price pages, approved by the Department of Administrative Services, may be purchased under this contract. Terms and conditions of this contract may not be modified by any ordering document issued under it.

Last Addendum: 125

Contract detail besides pricing can be found on the Title Page of the contract.

Dealer Name & Address 0000133303 DAYCAD 9075 Byars Road Miamisburg, OH 45342	OAKS Contract ID 533268-2-29	Dealer Invoice From Same	
Dealer's Contact:			
Name	Mr. Willie Hall	937.883.3377	willie@daycad.com
MBE/EDGE Name & Address 0000052277 Digitak Software, Inc. 650 Radio Drive Lewis Center, OH 43035	OAKS Contract ID 533268-2-48	MBE/EDGE Invoice From Same	
Dealer's Contact:			
Name	Mr. Chetzn Blantz	614.764.8875 x 101	chetzn@digitaksoftware.com
EDGE Name & Address 0000167161 Diversattec Resources, Inc. 10022 Cheshire Road Smyrna, OH 43074	OAKS Contract ID 533268-2-12	EDGE Invoice From Same	
Dealer's Contact:			
Name	Mr. Dan Frost	740.965.3400	dan.frost@diversattec.net
Dealer Name & Address 0000071882 GBS Corporation 7722 Ohio Street Mentor, OH 44060	OAKS Contract ID 533268-2-34	Dealer Invoice From 7233 Freepoint Avenue NW North Canton, OH 44720	
Dealer's Contact:			
Name	Mr. Rich Glavac	440.205.1280	richg@gbscorp.com
Dealer Name & Address 0000083744 Insight Public Sector, Inc. 375 N. Front St Ste 225 Columbus, OH 43215	OAKS Contract ID 533268-2-22	Dealer Invoice From 0000085744 Insight Public Sector, Inc. 6820 South Harl Ave Tempe, AZ 85283	Remit to: 0000085744 Insight Public Sector, Inc. P.O. Box 713096 Columbus, OH 43271-3096
Dealer's Contact:			
Name	Mr. Matt Station	614 456 2121	614 456 2160 mstation@insight.com
Dealer Name & Address No PO to Dealer Integrators of New Systems, LLC 8850 Center Street Lewis Center, OH 43035	OAKS Contract ID	Dealer Invoice From	
Dealer's Contact:			
Name	Mr. David Lockhart	740 549 3705	740 549 3710 david.lockhart@ius_llc.com



State Procurement

for **Contractors/Vendors**

for **Government Entities**

for **State Employees**

for **the Public**



Details for: Computer Hardware, Software, and IT Services

General Information

- Contract Type:** State Term Schedule
- Contract Status:** Amended
- Commodity Category:** Computers, Software, Supplies & Services
- Schedule Number:** 533268-2
- Index Number:** STS-033
- Vendor:** Hewlett-Packard Company
- Vendor OAKS Contract ID:** 533268-2-24
- Dealers(s):** [Click to View](#)
- Comments/Memo:** [Current Contract Price List](#)

Dates

Expiration Date: 6/30/2011

Other

- Open to Co-op:** Yes
- Financing Available:** No
- Leasing Available:** No

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Amendment # 129

Date: 8/12/2009

Contract #: 533268-2

Amendment Description:

This addendum is published to add products and prices (vendor letter dated 08/01/2009) to this vendor's current Term Schedule. Contact "Contractor's Contact" for information, approved literature and certification letter. All other prices, terms and conditions remain unchanged.

**** There is no PDF for this Amendment**

Close Window

BREAK

Steve Hunter, Administrator OPS

BIOBASED PRODUCT PREFERENCE

- ▲ Rules to JCARR in August
- ▲ Complete Procedures by September 30, 2010
- ▲ Agency Training - October
- ▲ “Go Live” – November 1, 2010

Steve Hunter, Administrator OPS

OHIO CERTIFICATION

- ▲ **Training Materials – In Process**
- ▲ **Rules – In Process**
- ▲ **Training – January, 2011**
- ▲ **Proposed “Go Live” – July 1, 2011**

Local Print Consolidation Update

Progress Update
Tommy Linley

Local Print Consolidation Update

- Participating Agencies

- ADJ
- ARTS Council
- AGO
- DAS
- DEV
- DMH
- DNR
- DODD
- DRC
- DYS
- INS
- OBM
- PUCO
- RSC
- Multiple Boards and Commissions

- Results

- Includes 1,419,692 square feet
- 985 assets reduced or 71%
- \$592,658 Cost Savings Recommended or 46%
- Results pending for the following agencies
 - ADJ
 - DMH
 - DNR
 - DODD
 - DRC
 - PUCO
 - Multiple Boards and Commissions

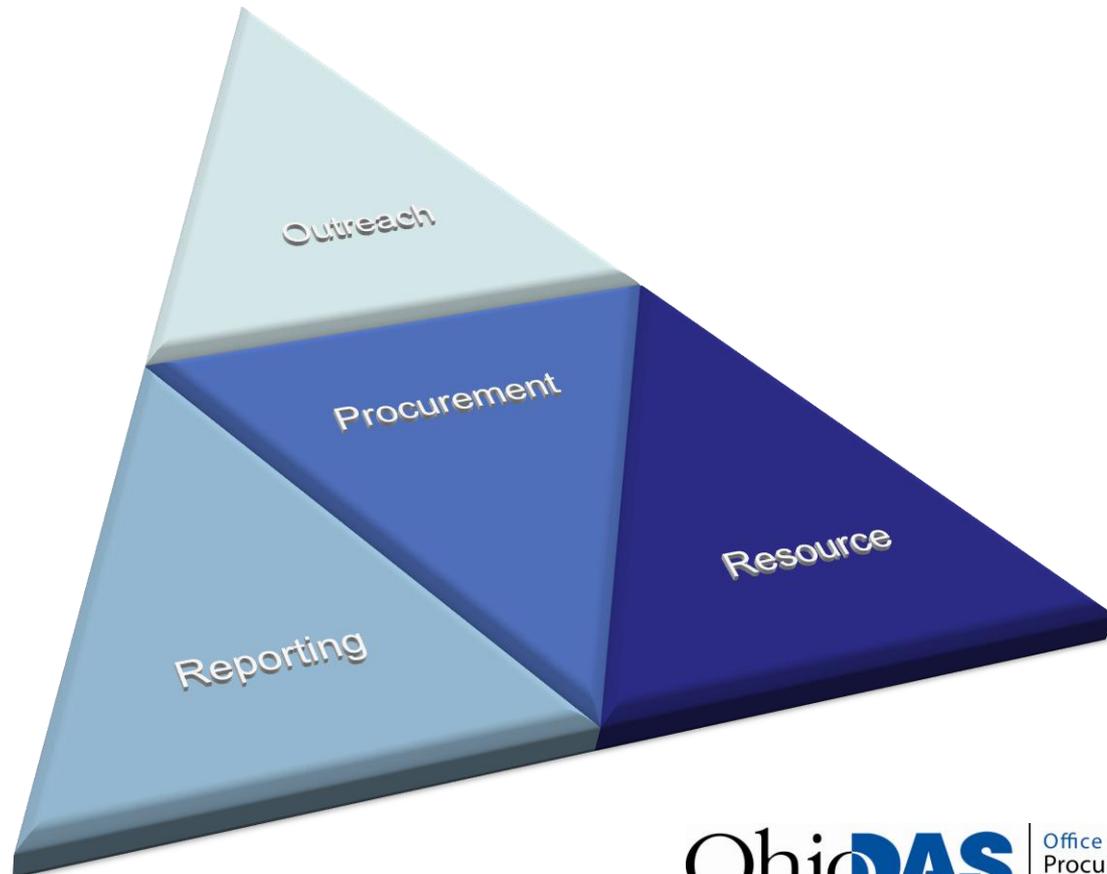
Local Print Consolidation Update

- To sign up...
 - <http://procure.ohio.gov>
 - Click Forms
 - Click Local Print Consolidation Program Web Survey
 - Complete Form

Lynnise Smith, MBE Procurement Manager

MBE/Edge & State Procurement:

THE ROLE OF THE MBE PROCUREMENT MANAGER



Outreach

- Providing Training to MBE/EDGE Companies.
 - Ex: Reverse Auction
 - Ex: Writing a winning RFP Response
- Attend functions & meetings of various committees, boards and commissions related to MBE/EDGE.
 - Ex: Statewide MBE/DBE Taskforce Meetings
 - Ex: Black Pages of Ohio: Profit Factor
 - Ex: EOD Reverse Trade Fair
- Coordinate with EOD to identify MBE/EDGE companies qualified vendors interested in to competing on DAS contracts.

Procurement

- Review contracts to determine the potential for MBE/EDGE participation and make recommendations accordingly.
- Monitors the successful completion of awarding contracts to MBE/EDGE companies.

Resource

INTERNAL

- Act as a Subject matter expert on
 - the MBE/EDGE community,
 - State of Ohio law governing MBE/EDGE programs
 - State Purchasing polices and procedures impacting MBE/EDGE
- Conduct Research on best practices in procurement related to Supplier Diversity Initiatives.

EXTERNAL

- Act as a Subject matter expert on doing business with the State of Ohio.
- MBE/EDGE Business Initiatives.

Reporting

- Annual MBE Set Aside Report
- Agency spending on DAS term contracts awarded to MBE/EDGE vendors.
- MBE/EDGE subcontractor awards on DAS term contracts.

Questions



Thank you for joining us and please
remember to complete your
SPUG survey!