

INVITATION TO BID

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

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER RS902713	OPENING DATE (1:00 p.m.) MARCH 1, 2013	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395		CITY	STATE ZIP
Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. MAC009	BID NOTICE DATE FEBRUARY 21, 2013	CONTRACTOR'S E-MAIL ADDRESS	

SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)

E-Mail Fax

In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____Days, Net 30 Days

PARTICIPATING AGENCY(IES): 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.

ADDENDUM FOR CHANGE
ADDENDUM NO.: 1
REVISION DATE: 02/15/13

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

COST-PER-COPY-SERVICES

Attached are pages 1, 3, 9, 12, and 29 to this invitation to bid. Remove the corresponding pages from the existing bid and replace with the attached.

As indicated herein this addendum is issued to extend the bid opening date to March 1, 2013, remove the mandatory submission page number on page 3, add postscript printer kit as a required minimum for single function devices on page 9, update the frequency that new models may be introduced on page 9, clarify how the agency will be billed on page 12, and removed the color portion of the pricelist for Category 17 on page 29.

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The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER RS902713	OPENING DATE (1:00 p.m.) March 1, 2013	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. MAC009	BID NOTICE DATE February 1, 2013	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____Days, Net 30 Days			
PARTICIPATING AGENCY(IES): 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.			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: COST-PER-COPY SERVICES TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>03/13/13</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>02/28/15</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency. INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 09/2012, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions, Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void. By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State. Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure . All questions should be submitted a minimum of two (2) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE	

The original signed Bid must be submitted to the Office of State Purchasing by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the bidder not sign their bid in black ink. Bidder certifies, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

SPECIAL CONTRACT TERMS AND CONDITIONS

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.

SPECIFICATION QUESTIONS: Through the indicated inquiry closure date, Bidders may visit the State Purchasing website to post bid related questions at <procure.ohio.gov>. Answers to all Bidder questions will be posted on the State Purchasing website and linked to the bid number. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this bid. Only communications issued by the Department of Administrative Services, State Purchasing in the form of an addendum, will be considered valid.

BID CONFERENCE: A non-mandatory Bidder Conference will be held on 02/13/13 at the Department of Administrative Services, 4200 Surface Rd., Columbus, Ohio 43228 to discuss the requirements of the bid. The conference will commence promptly at 9:30 a.m. barring an unforeseen circumstance that result in a delay of the conference. Attendance will be taken. The State will not be responsible to a Bidder for their failure to obtain information discussed during the Bidder Conference due to their failure to attend and/or arriving after the conference has convened.

Please contact Ryan Beers by 02/12/13 by 4:00 PM at (614) 466-2418 or ryan.beers@das.state.oh.us during regular business hours to make arrangements for authorization to enter the facility. Please limit your number of attendees to no more than 2 representatives per company.

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 ten (10) 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.

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

UNIT COSTS: Bidders shall not insert a unit cost of more than six (6) digits to the right of the decimal point. Digit(s) beyond six (6) will be dropped and not used in the evaluation of the bid.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

SPECIFICATIONS (Cont'd.)

C. Single Print Device Minimum Specifications

The printer models proposed by the Bidder shall meet or exceed each of the following specifications and requirements for black/white and color devices:

- Use plain paper
- Printer and network printing (please identify protocols/supports for units quoted)
- All common paper sizes (8-1/2" x 11" and 8-1/2" x 14") shall count and bill as a single copy
- Energy Star compliant
- Standard paper drawer
- *Postscript printer kit

D. Accessories List

- Large Capacity paper Drawer (Additional paper drawer with large capacity)
- Fax Board (Allows digital photocopiers to also act as fax machines)
- Hole Punch (2/3 hole punch unit)
- Multi-Position Finisher (multi-position stapler)
- Additional Paper Drawer 1 (Additional paper drawer with small capacity; usually 500 sheets)
- Additional Paper Drawer 2 (Additional paper drawer with small capacity; usually 500 sheets)
- Saddle Stitch (Booklet finish with staples)
- Mail Bin (User specific output bin)

E. *The state of Ohio realizes that, during the contract term, existing copier/printer models will be phased out of production and new models and/or technology will be manufactured and introduced. The Office of State Printing expects to receive the benefits from units that incorporate the advantages of the latest technology. Therefore, it will be the successful Contractor's responsibility to inform the Copier Program Manager at least ninety (90) calendar days in advance about products by Category which will be phased out, and also which new products will be introduced as replacements. Successful Contractors shall also make recommendations as to which new replacement models should be offered. Any replacement model offered must meet or exceed the minimum equipment specifications by Category as specified herein. The state will ask each awarded Contractor to submit their new replacement models, if applicable, each quarter following the inception of this contract. The price of the newer model must not exceed what was bid and awarded at the time of the contract inception. Acceptance of the replacement models offered will be at the sole discretion of the state. The recommendation for new model(s) to replace those on the original or revised contract, whichever is current at the time of the recommendation, must be submitted to the DAS contract analyst no more than ten (10) days following the end of the quarter. If the new model(s) are accepted by the state the change will take effect the first day of the following month from the end of the quarter.

F. At the time of award and throughout the contract term, successful Contractor(s) must be a factory-authorized distributor or an authorized dealership, with factory-trained service technicians, fully qualified to service all of the installed machines with genuine OEM parts.

G. The state of Ohio will not hold title to equipment and accessories provided under this contract. The Contractor shall be responsible for any/all taxes, including personal property.

H. Bidders shall include with bid response, a certification from the manufacturer, executed by a corporate officer, stating that the bidder is an authorized representative and stocking distributor for the manufacturer. Certification shall be in the form of a letter on manufacturer's letterhead listing length of dealer's affiliation with manufacturer and any qualifying terms of the relationship.

I. State Printing will make every effort to ensure that the placement of print devices, by volume classification, is directly related to the estimated average monthly volume of impressions produced at a given print device location. If there is overuse/underuse for three (3) consecutive months at any location, the Contractor may recommend, in writing, to the Office of State Printing, replacement with a correct volume machine. DAS shall be the sole judge of the final decision whether the volume classification of a given machine is appropriate for its site placement.

SPECIFICATIONS (Cont'd.)

In the event the state agency needs additional time to replace their existing print device, an additional thirty (30) days may be added to the end of this MOU rental term. State Printing must be notified before the expiration date. The Contractor and the state agency will be notified of this approval via e-mail.

If the machines are not picked up within two (2) weeks from the end of the 36 month rental term, State Printing may charge a storage fee to the Contractor of that machine. The storage fee will be comparable to the market rate of common storage units in the surrounding market.

Z. Memorandum of Understanding – Terms

The state agency receiving this equipment for use acknowledges and agrees that they are fully responsible for payment of the cost-per-copy services under this agreement.

1. The state agency receiving this equipment for use acknowledges that the term of the contract rental period is for three (3) years.
 2. The state agency receiving this equipment for use further acknowledges that should they opt out of this contract prior to the fulfillment of the three (3) year contract rental period they will be required to pay the amount equal the monthly minimum cost per copy usage for the remaining months of the three (3) year contract and agrees to the payment of these additional costs should they terminate this agreement prior to the three (3) year period. The only way this would not apply is if the Agency dissolves, becomes privatized, or ceases to exist.
 3. *The state agency receiving this equipment for use acknowledges that the cost-per-copy price is based on a minimum monthly usage and that failure to use the copier to this minimum usage will result in a reduced savings. The state agency will be billed for at least the monthly minimum and any overages as applicable.
 3. The state agency receiving this equipment for use agrees to work with and through the DAS Offices of State Procurement and State Printing and Mail Services to reconcile cost-per-copy services with the purchasing state agency's actual usage. The above represents the agency understanding as to the process to be utilized in the purchasing of cost-per-copy services and the respective responsibilities of the state agency and contractor. The person affixing their signature below acknowledges that they have the authority to sign this agreement on behalf of the state agency and that the person fully understands and acknowledges the terms of this agreement.
 4. If an Agency dissolves, becomes privatized, or ceases to exist, the rental will be terminated at the end of the Agency's existence and the machine will be taken back by the Contractor free of charge.
- AA. All models offered must be able to have the ability to consistently erase the data override or be able to eliminate the data at the end of the 36 month rental term. This must be provided and all costs associated with this feature must be included in the cost-per-copy charge in the pricelist.
- BB. Any time there is a need for a machine to be moved the Agency needs to contact the Contractor and work out the details of the move, and then notify State Printing as to which machine is moving and the new location of the machine. The contractor must bill the Agency directly when there is a request to move a machine.

ITEM IDENTIFICATION INFORMATION

A-4 MULTI-FUNCTION PRINT DEVICES

CATEGORY 17 BLACK ONLY		
MANUFACTURER:	BRAND NAME:	MODEL:
RATED COPIES PER MINUTE:		
HEAVIEST WEIGHT OF PAPER THIS DEVICE WILL ACCEPT:		
BASE MEMORY:	BASE HARD DRIVE:	
		COST-PER-COPY
		3-Year Rental Period
Base Unit for this Category as listed above		\$
*Overage cost for copy # 10,000 and higher		\$
REQUIRED ACCESSORIES FOR CATEGORY 17		
ITEM DESCRIPTION	COST-PER-COPY	
If a listed accessory is standard equipment, enter "std." in Cost-Per-Copy column. If a listed accessory is not available, enter "NA" in Cost-Per-Copy column.		
	3-Year Rental Period	
Additional Paper Drawer 1	\$	
Fax Board	\$	
AVAILABLE ACCESSORIES FOR CATEGORY 17		
ITEM DESCRIPTION	COST PER COPY	
	3-Year Rental Period	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Installation Cost for each accessory ordered after the print device delivery (to be billed directly to the agency customer). These accessories cannot be ordered after 180 calendar days from the original MOU date.	\$	

*Overage cost per copy is a required line item to be bid, however, it is not for evaluation purposes.