

CONTRACT NUMBER: ACQ06001  
EXPIRATION: JULY 01, 2007

The contract reflects all amendments and is a complete, current contract. Any amendments issued have been incorporated into the contract and are summarized below.

Amendment Number and Summary

Amendment #1

The purpose of this Amendment is to address changes to the current contract regarding the maintenance and warranty program for the IBM printers provided under this Agreement. Computer Products Corporation is currently required to provide a maintenance and warranty program through the original equipment manufacturer. Computer Products Corporation is offering the state a program which will provide faster response time and a one time \$43,000.00 cash rebate over the original equipment manufacturer maintenance and warranty program. The terms are as follows.

- Computer Products Corporation guarantee's a 1- hour response and same day fix for calls received by 12 noon. Computer Products Corporation will provide Next day fix for any calls received after 12 noon. Computer Products Corporation will achieve same day / next day fixes by using a "Hot Swap" program.
- Computer Products Corporation will provide extensive reporting by district, by county, and by location code. The data will highlight Computer Products Corporation's adherence to service level agreements along with the frequency/number of calls, time of initial trouble call, the times that Computer Products Corporation called with problem status updates, and a description of the final problem resolution. Computer Products Corporation has established the State of Ohio Agency database and has populated the database with asset numbers and serial numbers for the printers by location code.
- Computer Products Corporation will report all serial and asset tag changes to the Asset Management Unit within the Department of Public Safety's Office of Business Services. Computer Products Corporation will provide a monthly updated site status report of all active IBM model 4247 printers deployed. This report is to be provided electronically to both the Office of Business Services' Asset Management Unit and the Information Technology Office's Help Desk. Since swapped assets are of the same age and model, there are no changes required in the depreciation schedules set up by the State and the start of the asset life.

Index No. GDC531  
Rev. 10/25/2006  
Bid No. ACQ06001

STATE OF OHIO  
OFFICE OF INFORMATION TECHNOLOGY  
INVESTMENT AND GOVERNANCE DIVISION  
30 EAST BROAD STREET, 39TH FLOOR  
COLUMBUS, OHIO 43215

**TO:** ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, AND SCHOOL DISTRICTS, PURSUANT TO SECTION 125.04 (B) OF THE REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THIS CONTRACT, (STATE TERM CONTRACT), SUCH USE, HOWEVER, IS BASED UPON THAT ENTITY'S PROCUREMENT AUTHORITY.

**FROM:** WALTER F. CALLAHAN, JR.  
DEPUTY STATE CHIEF INFORMATION OFFICER  
INVESTMENT AND GOVERNANCE DIVISION

**SUBJECT:** PURCHASING INFORMATION, BID CONTRACT NUMBER ACQ06001

AMENDMENT #1  
ODPS Title Printer ITB  
ACQ06001

Replaces the original equipment manufacturer supplied maintenance and warranty plan with the Computer Products Corporation supplied plan.

**QUANTITY AND DURATION:** The term of this Contract will be one (1) year with the option to renew for three (3) additional years in one year increments.

ESTIMATED VALUE  
Undetermined

The State does not obligate itself, or any using agency, to purchase the full amount of the quantity (ies) listed, however, the full discount offered must be allowed should the purchase be less. The State's requirements may exceed the quantities shown and the successful bidder shall be required to furnish all items as shown on the Purchase Order issued during the effective period of this contract (to be determined by mailing date). FURTHER, THE STATE RESERVES THE RIGHT TO ISSUE SPECIAL INVITATIONS TO BID FOR LARGE OR UNUSUAL REQUIREMENTS.

CONDITIONS OF BID INVITATION NUMBER ACQ06001, PART OF THIS CONTRACT: All conditions and specifications set forth in Bid Number ACQ06001, dated June 16, 2006, are included in and become a part of this contract.

"Any breach of this sales contract and all provisions thereof, are governed by the laws of the State of Ohio."

**SPECIAL NOTE:** Any encumbrance made against this contract shall be accomplished on an ADM-0523 purchase order. EXCEPTION: Does not apply to state universities, state vocational schools, state community colleges and properly registered school districts, counties, townships, and municipal corporations located within the State of Ohio. These entities will utilize their own encumbering documents.

Walter F. Callahan, Jr.  
Deputy State Chief Information Officer  
Investment and Governance Division

**ACQ06001**

OHIO DEPARTMENT OF PUBLIC SAFETY (ODPS)  
PRINTER INVITATION TO BID

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## INSTRUCTIONS FOR SUBMITTING BIDS

- A. An ORIGINAL BID is a response to an Invitation to Bid ("ITB") that complies with Paragraph D of these instructions and contains the cover page issued by the Office of Information Technology, Investment and Governance Division (OIT/IGD). Any ambiguous statements contained in the Invitation to Bid or resulting Contracts will be construed in favor of the State.
- B. BIDDERS MUST SUBMIT THEIR ORIGINAL BID RESPONSE AND FIVE (5) DUPLICATE COPIES IN A SEALED ENVELOPE (envelope means any type of sealed, opaque container) WITH THE BID NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE. INCLUDED IN THE SEALED ENVELOPE, THE BIDDER MUST ALSO SUBMIT A COPY OF THE PROPOSAL ON CD-ROM IN MICROSOFT WORD 2000, MICROSOFT EXCEL 2000, OR MICROSOFT PROJECT 2000 FORMAT, AS APPROPRIATE. IF A BIDDER USES AN "EXPRESS MAIL" OR SIMILAR TYPE OF SERVICE, THE BID NUMBER AND NAME MUST BE EITHER CLEARLY MARKED ON THE OUTSIDE OF THE "EXPRESS" ENVELOPE OR THE BID RESPONSE MUST BE CONTAINED IN A SEALED ENVELOPE WITHIN THE "EXPRESS" MAILER (THE BID NUMBER MUST BE LISTED ON THE EXTERIOR OF THE SEALED ENVELOPE CONTAINED WITHIN THE "EXPRESS" MAILER). FAILURE TO SUBMIT THE BID IN A SEALED ENVELOPE OR IN AN ENVELOPE WITHOUT THE BID NUMBER CLEARLY MARKED ON THE EXTERIOR WILL RESULT IN IMMEDIATE DISQUALIFICATION AND NO FURTHER CONSIDERATION FOR THE AWARD.
- C. A Bidder must submit its ORIGINAL BID RESPONSE and FIVE (5) DUPLICATE COPIES ("Bid") to OIT/IGD, before 11:00 a.m., Columbus, Ohio time, on the scheduled day of opening as listed on the ITB. All Bids will be time/date stamped upon receipt by OIT/IGD, and such will be the official time/date of receipt. Postmarks, or other times/dates appearing will not be considered as the official time/date of receipt. Bids may be submitted to Contract Management Bid Room, 30 E. Broad Street, 40th Floor, Columbus, Ohio 43215. Bids submitted with insufficient postage will not be accepted. Bids will be received during business hours, 8:00 a.m. - 4:30 p.m., Monday through Friday, excluding recognized holidays. TELEGRAPHIC, FACSIMILES, OR ANY MODE OF TRANSMISSION OTHER THAN STATED ABOVE WILL BE REJECTED. BIDDERS USING "EXPRESS MAIL" OR SIMILAR TYPES OF SERVICES SHOULD VERIFY THE REQUIRED ADDRESS WITH THE SERVICE TO ENSURE PROPER DELIVERY OF THE RESPONSE TO OIT/IGD. **BIDDERS MUST ALLOW FOR POTENTIAL DELAYS DUE TO INCREASED SECURITY.** THE OHIO BUILDING AUTHORITY HAS STATIONED X-RAY EQUIPMENT ON THE RHODES TOWER LOADING DOCK AND IS USING IT TO X-RAY IN-COMING DELIVERIES AND MAIL. LOADING DOCK HOURS ARE FROM 7:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY, EXCLUDING STATE HOLIDAYS. NO DELIVERIES WILL BE ACCEPTED BEFORE OR AFTER THESE HOURS WITHOUT PRIOR ARRANGEMENTS. FURTHER, ALL DELIVERIES TO RHODES TOWER MUST BE MADE THROUGH THE LOADING DOCK, WHERE THEY WILL BE SCANNED AND TAGGED. MOREOVER, ANY VISITORS ATTEMPTING TO BRING PACKAGES THROUGH THE RHODES TOWER LOBBY ENTRANCE THAT CANNOT BE OPENED FOR INSPECTION WILL BE REDIRECTED TO THE LOADING DOCK TO HAVE THEIR PACKAGES SCANNED AND TAGGED. BIDDERS MUST ALLOW SUFFICIENT TIME FOR THIS ADDITIONAL SECURITY PROCESS, SINCE THE STATE MAY REJECT LATE BIDS REGARDLESS OF THE CAUSE FOR THE DELAY. THE STATE WILL NOT BE HELD LIABLE FOR NON-DELIVERY OR LATE DELIVERY OF ANY BID RESPONSE REGARDLESS OF THE CAUSE.
- D. THE ORIGINAL BID RESPONSE must be marked as the original, properly completed, and signed by the Bidder. Unless otherwise stated, a Bidder need only return response pages (those pages requiring the Bidders to give any information necessary to properly respond to the ITB). THE ORIGINAL BID RESPONSE must contain an original signature of the Bidder. The

DUPLICATE COPIES must be exact duplicates of the ORIGINAL BID RESPONSE and must contain the signature of the Bidder as it appears on the Original Bid Response.

- E. Any bid received after 11:00 a.m. on the scheduled day of opening will be marked as LATE, remain sealed, and will receive no further consideration for award. LATE bids will be retained in the bid file. Bidders should allow sufficient time for mailing of their bids to ensure delivery to OIT/IGD prior to the opening time and date. The State will not accept a LATE bid for any reason, including failure of the Bidder to allow sufficient time for delivery of the bid.
- F. To protect the integrity of the bidding process, bids may not be prepared, completed or altered on the premises of OIT/IGD. Any bid that is prepared, completed, or altered on the premises of OIT/IGD will be immediately disqualified and receive no further consideration for award.
- G. Pursuant to Section 125.07 of the Ohio Revised Code, OIT/IGD is required to mail or send electronically Bid Bulletins to Bidders properly registered with the State. All ITBs will be posted on a public bulletin board located at the Contract Management Bid Room (the address set forth above in PARAGRAPH C.). ITBs will be available on the Internet at the State Procurement Web Site. The site address is <http://procure.ohio.gov/proc/>. The State will not mail copies of an ITB. Potential Bidders that want to become registered to receive Bid Bulletins should contact DAS State Purchasing, Bidder Registration, at 614-466-2812 for further information, or register on-line at <http://www.gsd.das.state.oh.us/dirchair/dcagdocs/diSclaim2.html>.
- H. The State will publicly open Bids at OIT/IGD, after 11:00 a.m. on the scheduled date of opening. A State representative will read all bids in the presence of OIT/IGD personnel and a representative of the Auditor of State. Once bid responses have been read, they will be made available to any interested Bidder in attendance at the scheduled opening. **AT NO TIME MAY ANY BID, OR PART THEREOF, BE REMOVED FROM THE BID DESK OR FROM THE PREMISES.** Bids, unless otherwise provided herein, are subject to the Public Records Law, Section 149.43 of the Ohio Revised Code. Copies of bids may be requested and will be provided within a reasonable period of time. The State has established a fee for copies of a Bid. To expedite and properly respond to such public records requests, OIT/IGD asks that they be submitted in writing. To prevent delays in evaluating bids and awarding contracts, such requests for recently opened bids will be honored upon completion of the Contracts awarded by the State.
- I. Any general or specific questions or inquiries regarding the ITB process must be submitted in accordance with SECTION 1.4, "INTERNET INQUIRIES," of the ITB. **The State is not responsible for the accuracy of any information regarding this ITB that was gathered through a source different from the inquiry process described in the ITB.**
- J. By submitting a bid, the Bidder certifies that the Bidder is currently in compliance and will continue to adhere to the requirements of Ohio Ethics Law contained in Section 102.03 and 102.04 of the Ohio Revised Code.
- K. **BY SUBMITTING A BID RESPONSE, THE BIDDER ACKNOWLEDGES THAT IT HAS READ THIS ITB, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS SPECIFICATIONS, TERMS AND CONDITIONS. THE STATE MAY DISQUALIFY ANY BID RESPONSES THAT TAKE EXCEPTION TO OR LIMIT THE RIGHTS OF THE STATE UNDER THE ITB.**
- L. Ohio Revised Code (ORC), 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 award. By submitting a Bid, Bidder warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under ORC 9.24, prior to the award of any Contracts arising out of this ITB, without notifying the State of such finding.
- M. Bidders WILL furnish all information requested in the ITB. Additional information, necessary for evaluation of a bid, will be attached to the **ORIGINAL BID RESPONSE and each requested copy**. The State reserves the right to request literature or other documentation for clarification,

although such may not have been set forth in the ITB. FAILURE TO PROVIDE REQUIRED INFORMATION WILL RENDER THE BID INVALID.

- N. A Bidder may request to modify their bid response BEFORE THE SCHEDULED DATE AND TIME SET FOR BID OPENING. If changes or alterations are made to the bid, the original information must be lined or opaqued out with the new information inserted. All changes, corrections, or alterations must be legible and initialed by the Bidder. ILLEGIBLE MODIFICATIONS WILL RESULT IN DISQUALIFICATION OF THE ITEM(S) WHICH HAVE BEEN MODIFIED. The State may request written certification from the Bidder verifying that such changes were made by the Bidder and are applicable to the ITB and any resulting Contracts. The Bidder must submit the modification in the same manner required for the initial Bid. All documents relating to the modification will be made part of the bid file.
  
- O. A BIDDER MAY NOT ATTEMPT TO ASSIGN ANY DUTIES, RIGHTS OR INTEREST IN ITS BID. ANY SUCH EFFORT WILL NOT BE BINDING ON THE STATE UNLESS EXPRESSLY ACCEPTED AT THE AWARDING OF THE CONTRACTS BY THE STATE.

## STANDARD TERMS AND CONDITIONS

### 1. **ADDITIONAL WAIVER IMPLIED**

If the State or the Contractor fails to perform an obligation or obligations under the Contracts and thereafter such failure(s) is (are) waived by the other party, such waiver will be limited to the particular failure(s) so waived and will not waive any other failure. In no event will the State be deemed to have waived proper performance by the Contractor unless the Contractor receives a written waiver of such performance.

### 2. **ANTITRUST**

If the Bidder is awarded a Contract under this ITB and then initiates litigation for a purported antitrust violation for alleged overcharges, and as a result of such litigation, whether by final judgment or settlement of its claims, the Bidder receives monetary compensation, the Bidder agrees that it will pass on to the State a portion of that compensation if the following conditions occur: (a) the Bidder receives the compensation in a settlement or judgment that is directly attributable to the Deliverables under the Contract; and (b) in calculating the amount of compensation that the Bidder must pass to the State, the Bidder may deduct a portion of its direct and reasonable attorney's fees expended to achieve the settlement or judgment. The deduction will be the same percentage of the total attorney's fees directly expended to obtain the judgment or settlement as the percentage that the State's portion of the settlement or judgment represents to the whole settlement or judgment. The Bidder has the sole discretion to decide whether or not to it will pursue any antitrust claim and whether it will settle any such claim.

### 3. **AWARD**

Contracts will be awarded to one or more of the lowest responsive and responsible Bidders who meet the requirements specified in the ITB, in accordance with Section 125.11 of the Ohio Revised Code. Bid evaluations and awards are subject to the domestic preference provisions of 41 U.S.C.A. (Buy America), Sections 125.09 and 125.11 of the Ohio Revised Code (Buy Ohio), and any rules promulgated by OIT. Unless otherwise stated, Contracts may be awarded by item or as a whole, at the sole discretion of the State. Bidders may offer cash discounts for prompt payment of invoices, but such discounts will not be used in determining the final net prices offered. The State will endeavor to take advantage of such discounts, if offered. The State will attempt to award Contracts under this ITB within a reasonable period of time after the bid opening.

The Bids submitted in response to this ITB will be evaluated by the State.

### 4. **BIDS FIRM**

Once opened, all pricing, terms and conditions contained in a Bid will remain firm for a period of one hundred and twenty (120) calendar days. The selected Bidder's prices will remain firm during the term of the Contracts as well.

### 5. **CANCELLATION**

Unless otherwise provided, the State may cancel the Contracts with thirty (30) days written notice.

### 6. **CONFIDENTIALITY**

The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential

contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If the Contractor provides anything required under this Contract that contains data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- (1) Was already in the possession of the Receiving Party without an obligation of confidence;
- (2) Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- (3) Is or becomes publicly available without a breach of this Contract;
- (4) Is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- (5) Is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- (6) Is released under a valid order of a court or governmental agency, provided that the Receiving Party:
  - (a) Notifies the Disclosing Party of the order immediately upon receipt of it; and
  - (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Except for Confidential Information that the Contractor delivers to the State and that is part of a good or service delivered under this Contract or necessary for the proper use or maintenance of a good or service delivered under this Contract, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party may seek temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. But this provision does not diminish or alter any right to claim and recover damages.

## **7. CONTRACT COMPLIANCE**

During the term of these Contracts, each using agency will be responsible to monitor the Contractor's performance and compliance with the terms and conditions of these Contracts. If an agency observes any infraction(s), such will be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the problem(s), the agency will notify OIT/IGD to help resolve the incident(s). Continued failures by the Contractor to comply with the terms and conditions of the Contract may result in the immediate termination of the Contract by the State.

## **8. DAMAGES**

In the event of a default as defined in paragraph 11, the Contractor agrees to reimburse the State for any actual and direct damages. In addition, the State will have the right to terminate the Contract, either in whole or in part, without liability to the State whatsoever.

No remedy of the State is intended to be exclusive of any other available remedy, but each and every such remedy will be in addition to every other remedy given under the Contracts or at law or in equity.

No delay or omission to exercise any right or option accruing to the State upon any default by the Contractor will impair any such right or option or will be construed to be a waiver thereof. Any such right or option may be exercised from time to time and as often as may be deemed expedient by the State.

**9. COOPERATION WITH OTHER CONTRACTORS**

The Contractor agrees to cooperate with State personnel, hardware manufacturer representatives, other contractors' personnel and communications systems suppliers to diagnose and correct hardware malfunctions. The Contractor agrees, when requested by the State, to cooperate in diagnostic testing efforts involving other contractors and to cooperate with other contractors' personnel in carrying out diagnostic testing of hardware malfunctions.

**10. CREATION OF THE CONTRACTS**

A bid, upon acceptance and award by the State, immediately creates a binding Contract ("the Contract") between the successful Bidder (the "Bidder") and the State. The Contract will contain all the terms and conditions of the ITB, as well as the accepted responses in the bid, except that no responses may change or alter the terms and conditions of this ITB. Unless otherwise provided for in the ITB, a Contract may not be canceled or rescinded by the Contractor.

**11. DEFAULT BY THE CONTRACTOR**

The State may suffer damages due to the failure of the Contractor to perform under the Contracts. The Contractor agrees that, if the State does not give prompt notice of failure, the State has not waived any of its rights or remedies concerning the failure of performance by the Contractor.

Unless otherwise expressly stated elsewhere in the Contracts, the Contractor agrees that it will correct said failure or failures within ten (10) working days after written notice. If the Contractor does not correct the failure or failures within the ten (10) working days, the Contractor will be in default.

**12. DEFAULT BY THE STATE**

The Contractor may suffer damages due to the failure of the State to act in accordance with the specifications, terms, and conditions of the Contracts. Such a failure will constitute an event of default on the part of the State. The State agrees that, if prompt notice is not given of such a failure, the Contractor has not waived any of its rights or remedies concerning the failure by the State.

Unless otherwise provided for in the Contract, the State agrees that it will correct said default within ten (10) working days of written notice thereof. If the State does not correct said default within ten (10) working days, the Contractor will be entitled to the remedies as set forth in the Contract.

**13. DELIVERY/FREIGHT CHARGES**

Unless otherwise provided, the State will not be responsible for freight or delivery charges. Prices are to be based upon the product(s) or service(s) being offered F.O.B. destination, freight prepaid by the Contractor to the location(s) in the ITB or as listed on the purchase order issued under any Contracts awarded. Any shipment marked C.O.D. will be rejected and returned at the Contractor's expense. Title to all Deliverables, except for software that is subject to licensing agreements, passes from Contractor to State when Contractor ships the products from its manufacturing location, but risk of loss passes to the State only upon delivery and inspection for damage, which must occur within 15 days of delivery. No payment will be made for any deliverable until the State has accepted the Deliverable. The State will have 15 days after delivery to accept or reject a Deliverable.

**14. DRUG-FREE WORKPLACE**

The Contractor certifies that it will take reasonable steps to ensure, to the best of its ability, that none of its employee's purchases, transfers, uses or possesses or is under the influence of illegal drugs or alcohol or abuses prescription drugs, while working on State property. Failure to comply will be a default and will result in immediate termination of the Contract, with the Contractor being subject to any remedies that the State may have.

**15. ENGINEERING CHANGES AND FIELD MODIFICATIONS**

Contractor sponsored modifications and engineering changes that result in a material adverse impact on the form or function of the product being changed, may be made only with the written consent of the State which consent may not be unreasonably withheld, and at no additional charge. The State may request a reasonable delay of these Contractor sponsored modifications and engineering changes to minimize their impact on the daily operations of the State. Contractor warrants that, to its knowledge, installation of such engineering changes and field modifications that are required or recommended, will not degrade the performance of the goods or other items under these Contracts.

If any engineering changes or field modifications result in a substantially degraded performance level, damages, as provided for in PARAGRAPH 8, may be assessed by the State.

**16. ENTIRE AGREEMENT**

THE CONTRACTOR FURTHER AGREES THAT THE CONTRACT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, AND SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THE CONTRACT. THE CONTRACT, UNLESS OTHERWISE PROVIDED HEREIN, CAN ONLY BE MODIFIED IN WRITING, SIGNED BY THE CONTRACTOR AND THE STATE.

**17. FORCE MAJEURE**

If by reason of Force Majeure the Contractor is unable, in whole or in part, to perform under the Contract, the Contractor will not be in breach of contract during the continuance of such inability. The Contractor will, however, remedy, with all reasonable dispatch such cause preventing the Contractor from carrying out the obligations under the Contract. Except as otherwise provided herein, neither the Contractor nor the State will be liable to the other for any delay or failure of performance of any provisions contained herein, nor will any such delay or failure of performance constitute default hereunder, to the extent that such delay or failure is caused by Force Majeure. The term "Force Majeure" as used herein will mean without limitation; acts of God; such as epidemics; lightning; earthquakes; fire; storms; hurricanes; tornadoes; floods; washouts; droughts; or other severe weather disturbances; explosions; arrests; restraint of government and people; war; strikes; industry-wide parts or material shortages; and other such events or any causes which could not be reasonably foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent.

**18. GENERAL WARRANTIES**

The Contractor warrants that the recommendations, guidance and performance of the Contractor under this Contract will be in accordance with sound professional standards and the requirements of this Contract and without any material defects.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; and (5) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State.

The warranties regarding defects are 1-year warranties for all services and 3-year warranties for all Hardware and other products. All other warranties in this section will be continuing warranties. If any portion of the work performed under the Contract fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the work performed under the Contract. The Contractor will also indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the product or service and the claim is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim within 30 days of the State's receipt of the claim. The State also agrees to give the Contractor any information related to the claim that the State has and that the Contractor reasonably requires for the defense of the claim. The State will give the Contractor control of the defense of any such claim, subject to the review and approval of the Ohio Attorney General.

**19. GOVERNING LAW/SEVERABILITY**

This ITB, the award and the Contract are governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio. If any provisions of the Contract or the application of any such 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 such does not create an absurdity.

**20. HARDWARE REQUIREMENTS**

ALL HARDWARE PROPOSED MUST BE NEW, NOT RECONDITIONED OR REFURBISHED. All hardware must be at the latest engineering change level offered by the original manufacturer. All hardware technology proposed must be available at the time of the award of the Contract.

**21. HEADINGS**

The headings used in this Invitation to Bid ("ITB") are for convenience only and will not affect the interpretation of any of the terms and conditions thereof.

**22. INFRINGEMENT INDEMNITY**

The Contractor must indemnify the State against any judgment finally awarded in any suit that is brought against the State, including but not limited to its public officials, employees, and agencies, based on a claim that any goods or services furnished under this Contract infringe upon or misappropriates any intellectual property right of a third party that is enforceable in the United States, provided the State gives the Contractor written notice within 30 days of such suit and the State provides the Contractor any information related to the claim that the State has and that the Contractor reasonably requests for the defense of the claim. The State will give the Contractor control of the defense of any such claim, subject to the review and approval of the Ohio Attorney General.

If any good or service furnished hereunder is likely to or does become subject to a claim of infringement or misappropriation of any intellectual property right of any third party, at its own expense, the Contractor will do one of the following:

- a. Obtain the right for the State's continued use of the item;
- b. Modify or furnish a substitute for the item;
- c. Take back the item, subject to the State's concurrence, and issue a refund to the State for the full purchase price of the good or service.

The Contractor will not exercise the third option until the State has evaluated and dismissed the first two options. Any item substituted under the second option will be equivalent to or exceed the quality and performance of the original item. All options are subject to approval by the State, provided that no prior approval or concurrence by the State will be required for removal of an item

if its use has been enjoined by a court of competent jurisdiction. If the use of an item is enjoined by a court of competent jurisdiction, the Contractor must issue a refund to the State as provided in option three above. The Contractor will not have any liability to the State under this section for any claim that is based on the use of any item in any manner for which it was not designed.

THE FOREGOING STATES THE CONTRACTOR'S ENTIRE LIABILITY AND THE STATE'S EXCLUSIVE REMEDIES FOR ANY LOSS OR DAMAGE ARISING FROM INFRINGEMENT.

**23. INSURANCE**

The Contractor will provide the following insurance coverage at its own expense throughout the term of this Contract:

- (a) Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, 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 will also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Per Occurrence Limit
- \$ 1,000,000 Personal and Advertising Injury Limit
- \$ 100,000 Fire Legal Liability
- \$ 10,000 Medical Payments

The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- (d) Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor shall provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

**24. NEW TECHNOLOGY AVAILABILITY**

The State recognizes the advancement of technology in the area of hardware and software. If the Bidder can provide the State with new hardware or software (the "New Hardware/Software") of advanced technology after the award of the Contract, the State and the Bidder may choose by mutual agreement to install the New Hardware/Software, provided the New Hardware/Software

meets the requirements of the Contract. The New Hardware/Software must be provided at the same or lower prices as set forth in the Contract.

**25. NON-APPROPRIATION OF FUNDS**

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. Subject to the applicable provisions of the Ohio Revised Code, the State represents: that it has adequate funds to meet its obligations under any Contract awarded as a result of this ITB during the current fiscal year; that it intends to maintain any Contract awarded as a result of this ITB for the full period set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period. However, if the Ohio General Assembly fails at any time during such Contract period(s) to continue funding for any Contract awarded as a result of this ITB, the State's obligations under such Contract(s) will terminate as of the date that the funding expires without further obligation of the State.

Article II, Section 22, of the Constitution of the state of Ohio prohibits the current General Assembly from committing a future General Assembly to an expenditure. In addition, no State contract may extend beyond June 30, of the current biennium. The State, however, may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during the Contract term. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to providing Hardware or services that the State paid for before termination or limit the State's rights in such. A biennium will expire on June 30 of an odd numbered calendar year.

**26. NON-ASSIGNMENT OF INTEREST**

The Contractor may not assign any interest, duty or right under this Contract, in whole or in part, without prior written approval from the State which the State will not withhold unreasonably.

**27. NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS**

The Contractor must comply with Civil Right Act of 1964, the Federal Rehabilitation Act of 1973, any and all applicable Federal Executive Orders, any and all applicable Ohio Governor Executive Orders, and any and all other statutes, rules and regulations pertaining to non-discrimination. The Contractor further certifies that it is in compliance with the requirements of the Ohio Revised Code Section 125.111.

**28. OBM CERTIFICATION**

The Contract is subject to Section 126.07 of the Ohio Revised Code which provides, in part, that the Contract will not be valid or enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already designated to pay existing obligations.

**29. PRICE REDUCTIONS**

If there is a decrease in the cost of anything furnished under this Contract due to a general decline in the market or some other factor, the Contractor will immediately notify the State and adjust the price of the affected goods or services.

**30. PUBLICITY**

Any use of or reference to the Contract by the Contractor to promote or solicit other business or to other dissemination of information regarding the Contract for marketing purposes is prohibited, unless otherwise agreed to in writing by the State. The State agrees to be used as a reference by the Contractor in other state of Ohio bidding situations.

**31. PURCHASE ORDERS REQUIRED**

The State will not be obligated to pay for any goods or services provided by the Contractor or Reseller as a result of the Contract until the State has issued an official purchase order to the Contractor or Reseller for those goods or services. For purposes of this ITB, a "Reseller" may be a business or individual with whom the Contractor has a subcontractor, reseller, distributor, dealer, agency, or other business relationship that allows the Contractor to provide the goods and services under this ITB to the State through that business or individual. The business relationship with the Reseller must be in writing and obligate the Reseller to honor the terms of the Contract under this ITB. Additionally, the Contractor's written agreement with the Reseller must pass through all provisions of the Contract under this ITB to the Reseller that would be fully effective only if the Reseller were obligated to honor them for the benefit of the State. Such obligations include but are not limited to those dealing with pricing, performance, insurance, indemnity, limitation of liability, warranty, remedies, damages, law and venue, and non-assignment. The Reseller must maintain active and sufficient staff, facilities, and capabilities necessary to perform the services specified in the Contract.

The official purchase order of the State is the ADM-0523 and must contain approval signatures of the Office of Budget and Management, the Office of Information Technology and a responsible representative of the ordering Agency. The approved purchase order will authorize the Contractor or Reseller to provide goods or services listed on the purchase order ADM-0523 and will obligate the State to pay for goods or services on completion of delivery of the goods or performance of service. **NO OTHER ENCUMBERING DOCUMENT WILL BE ACCEPTABLE FOR ANY PURCHASES PLACED AGAINST THIS CONTRACT. ANY PURCHASE ORDER PLACED, USING A DOCUMENT OTHER THAN THE ADM-0523, WILL NOT BE A VALID PURCHASE ORDER AND MAY RESULT IN DENIAL OF PAYMENT AND RETURN OF GOODS AT THE CONTRACTOR'S OR RESELLER'S EXPENSE.**

The State prefers that Agencies have the ability to issue purchase orders directly to the Reseller. However, Contractors may choose to structure a relationship with the Resellers where the purchase order is submitted directly to the Contractor and the Contractor coordinates payment to the Reseller. This requirement does not apply to purchases placed by agencies exempted in Section 125.04 (B) of the Ohio Revised Code, authorized non-state agencies or educational institutions.

**32. REJECTION OF ANY / ALL BIDS**

The State may accept or reject any Bids, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in the bid being non-responsive. The State will waive irregularities or deviations only if doing so does not affect the amount of the Bid or result in an unfair competitive advantage to the Bidder.

**33. RISK OF LOSS**

The State will bear the risk of loss or damage to an item after delivery and acceptance of the item unless the damage is due to the fault or negligence of the Contractor.

**34. LIMITATION OF LIABILITY**

Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the cost of all goods and services under this Contract or \$2,000,000.00, whichever is greater. The limitations in this paragraph do not apply to any indemnity obligation of the Contractor under the Contract for claims made against the State or for tortious conduct.

**35. INDEMNITY FOR PROPERTY DAMAGE AND BODILY INJURY**

The Contractor must indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to tangible or real property arising out

of the performance of this Contract, provided that such bodily injury or property damage is due to the tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, its other contractors, or its agents. In the case of a claim against the State for such damages, the State agrees to provide the Contractor written notice within 30 days of such and to give the Contractor any information related to the claim that the State has and that the Contractor reasonably requests for the defense of the claim. The State will give the Contractor control of the defense of any such claim, subject to the review and approval of the Ohio Attorney General.

**36. SUB-CONTRACTING**

The successful Bidder will be the Prime Contractor performing the primary functions under the Contracts. If any portion of the Contracts are to be subcontracted, such must be clearly set forth in the bid as to what parts are to be subcontracted, the scope of work and a listing of all subcontractors (including Resellers). Acceptance or rejection of a Bidder's inclusion/use of subcontractors (including Resellers) is at the sole discretion of the State. The State may reject any bid wherein use of subcontractors (resellers) significantly affects the ability of the Bidder to function as the Contractor on any Contract awarded pursuant to a bid. EACH SUBCONTRACTOR (RESELLER) MUST AGREE IN WRITING TO AND BE BOUND BY ANY AND ALL TERMS, CONDITIONS AND SPECIFICATIONS OF THE CONTRACT AWARDED TO THE BIDDER.

**37. SUBMISSION OF INVOICES**

Upon delivery of goods or performance of services under the Contracts, the Contractor must submit proper invoices, in quadruplicate, directly to the ordering agency billing office as indicated on the purchase order. A proper invoice is one that is free from defects, discrepancies, errors, or other improprieties and must include:

- a. Contractor's or Reseller's name and address as designated in the Contracts. If invoices are submitted to an Agency from the Contractor, Contractor must specify the Reseller on the invoice if a Reseller is involved in the transaction.
- b. Contractor's or Reseller's Federal E.I. number.
- c. Invoice remittance address as designated in the Contract.
- d. The purchase order number authorizing the purchase of goods or services.
- e. Description, including time period, and quantity of goods or services delivered or rendered as specified in the Purchase Order.
- f. Updated price that reflects the current price at the time the invoice is issued.

The State has the right to add to or modify the required contents of invoices under these Contracts. Defective invoices will be returned to the Contractor or Reseller with areas needing corrections noted. The required payment date will then be thirty (30) days after receipt of the corrected invoice.

Section 126.30 of the Ohio Revised Code is applicable to the Contract and requires payment of interest on overdue payments for all proper invoices. The interest charge will be at the rate per calendar month which equals one-twelfth (1/12) of the rate per annum prescribed by Section 5703.47 of the Revised Code.

Payment under the Contract will be due on the thirtieth (30<sup>th</sup>) calendar day after the later of the date of actual receipt of a proper invoice in the office designated to receive the invoice or the date goods or services are accepted in accordance with the terms of the Contract. The date of the warrant issued in payment will be considered the date payment is made. Payment will not be initiated before an invoice is received.

Initial invoices will not be received or processed until the performance period for any item delivered is successfully completed and the item is certified operational by an authorized representative of the State. The Contractor or its resellers must provide an invoice for the

Hardware, Hardware option and/or service option that reflects the current pricing at the point of acceptance by an authorized representative of the State. The pricing on the purchase order supersedes the pricing on any associated quote and the pricing at the point of acceptance supersedes the pricing reflected on the purchase order.

The Contractor can send one invoice for each district when work for all counties in the district is completed. This includes the total cost of the hardware and software implemented when the 30 day acceptance is completed for each county in the district less fifteen percent (15%) hold-back of the total dollar amount. Supplement 5 contains a listing of counties included in each district.

**Hold Back.** Each invoice submitted during the implementation phase shall be reduced by, and shall clearly designate, a fifteen percent (15%) hold-back credit. Following implementation and completion of all the county installations and statewide acceptance, the Contractor shall submit a final invoice for the total amount accumulated for all hold-back credits.

The State will pay the Contractor using the name and Federal employer identification number that the Contractor gave in its bid.

**38. SUPPLIES**

Bidder prices do not include operational supplies (such as paper, tape, diskettes, and ribbons) unless such supplies are specifically identified as a specification of the ITB. All supplies used by the State will conform to the Bidder's published specifications and the specifications in the Bidder's bid. The State may acquire such supplies from any contractor of its choice. Bidder will not offer any proprietary supply items that cannot be acquired by the State from other sources.

**39. TAXATION**

The State is exempt from federal excise taxes and all state and local taxes. The State will not pay any taxes.

**40. TRAVEL EXPENSES**

Any travel or per diem required by the Contractor to carry out its obligations under these Contracts will be at the Contractor's expense. Any additional travel requested by the State after award of these Contracts is paid by the State only with prior written approval. All additional travel and per diem will be paid in accordance with the Office of Budget and Management's Travel Rules as set forth in Section 126.1.02 of the Ohio Administrative Code.

**41. UNIT PRICE GOVERNS**

The UNIT PRICE governs the award unless otherwise specified in the ITB. The UNIT PRICE must be entered for each item being bid. Use of ditto marks, arrows, or other markings in lieu of the actual UNIT PRICE will be deemed not responsive. ANY REQUEST TO CHANGE OR ALTER THE PRICE AFTER OPENING OF THE BID WILL NOT BE ALLOWED. BIDDERS SHOULD REVIEW BID PRICING CAREFULLY. ONCE A CONTRACT IS AWARDED, THE CONTRACTOR WILL BE REQUIRED TO DELIVER THE GOODS OR SERVICES AT THE PRICES QUOTED.

**42. WITHDRAWAL OF BIDS**

BEFORE THE SCHEDULED TIME AND DATE OF OPENING, a Bidder may, by written notice to the State, request to withdraw its bid response. Such written notice must set forth the reason(s) for the withdrawal. AFTER BID OPENING, a Bidder may petition to withdraw its bid response from consideration if the price bid is substantially lower than the other bids, provided the bid was submitted in good faith, and the reason for the low bid was due to an unintentional and substantial mathematical error or unintentional omission of a substantial quantity of material or labor in the compilation of the bid. Notice of any such petition must be made within two (2) days after the Bid opening date. All requests to withdraw a bid must be placed in writing to the State, and no bid may be withdrawn without written approval from the State. The decision to allow a bid

to be withdrawn is in the sole discretion of the State. If the bid is to be awarded by category, the withdrawal request will apply to all items within the category. All documents relating to any withdrawal request will become a part of the permanent bid file.

**43. DELAY PROVISION**

If the Contractor is unable to act in accordance with the Contract for a period of thirty (30) working days by reason of a delay beyond the Contractor's control, the State will have the right to terminate this Contract and keep the part of the Contract's work and materials that have been accepted.

**44. LOCATION OF SERVICES, DATA**

As part of Bid, Bidder must disclose the following:

- (1) The location(s) where all services will be performed;
- (2) The location(s) where any State data applicable to the Contracts will be maintained or made available; and
- (3) The principle location of business for the Contractor and all subcontractors.

Contractor may not, during the performance of these Contracts, 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.

For Contractors with a global support structure, a representation substantially as follows may be acceptable:

[Insert offeror's name] represents that its principle place of business is [Insert offeror's US location], and services will be performed there, at the ordering agency's site, or at [Insert offeror's name] or its service vendors' various locations within the United States. All State data, which includes data that the State owns or that the offeror may obtain from the State in performing under a Contract awarded pursuant to this ITB, that [Insert offeror's name] or its service vendors obtain will be retained and made available only at its US locations and the US locations of its service vendors. No such data will be taken or made available outside the United States, except as otherwise identified in this provision, and no services will be performed outside the United States without the prior written consent of the State. [Insert offeror's name] is a global technology vendor with additional telephone support centers throughout the world to enable it to provide a global support services model. Due to these global demands, [Insert offeror's name] has established commercial business practices to ensure the most efficient support model for all its customers where technical telephone support is provided from one or more of the [Insert offeror's name] global locations.

No further disclosure is necessary under this provision as long as all services are provided and all State data covered by this Contract remain available solely within the United States except as otherwise identified in this provision.

**GENERAL DEFINITIONS**

When used in this Invitation to Bid, the following definitions will apply. If a conflict exists between these definitions and any definition listed in the bid specifications, the bid specifications will prevail.

**ACCEPTANCE:** The point following a successful thirty (30) day Performance Period that an authorized State representative accepts any goods or services delivered under the Contract. This acceptance is marked by receipt of an Acceptance Letter.

**AUTHORIZED RESELLER:** A subcontractor (vendor, agent, representative or dealer) recognized and authorized by the Manufacturer through written legal agreements to act as their agent and provide supplies, materials, equipment or services listed in the Bid or Contract. The Authorized Reseller must maintain active and sufficient staff, facilities and capabilities necessary to perform the services specified in the Contract.

**BID OR BID RESPONSE:** All documents, whether attached or incorporated by reference, supplied by the Bidder in response to this Invitation To Bid.

**BIDDER:** The company or authorized representative of the company who has signed and submitted a bid and who will be responsible for ensuring the proper performance of these Contracts.

**CONTRACT:** The Contracts will include the ITB, any addenda or modifications issued by the State, the Contractor's Bid and the executed Purchase Order(s).

**CONTRACTOR:** The Bidder who, upon awarding of a Contract(s), becomes the prime Contractor who is to be the primary source for providing the goods or services listed in the awarded Contract(s) and the party to whom payment will be made on delivery of the goods or services or completion of the Contract(s).

**DOWNTIME:** The period of time when the Hardware or Software in question is inoperable due to failure.

**EQUIPMENT or HARDWARE:** The equipment, peripherals and devices that make up the server offering of the Contractor.

**INVITATION TO BID or ITB:** All documents, whether attached or incorporated by reference, used for soliciting bids for this ITB.

**LOWEST RESPONSIVE AND RESPONSIBLE BIDDER:** The Bidder who offers the lowest cost for the goods or services (**LOWEST**), whose 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 him an unfair competitive advantage (**RESPONSIVE**), and whose experience, financial condition, and conduct and performance on previous contracts demonstrates the facilities, management skills, resources and ability needed to execute the Contract properly (**RESPONSIBLE**).

**MATERIALS:** Items or substance of an expendable or non-expendable nature from which something can be made, improved or repaired.

**PERFORMANCE PERIOD:** The thirty (30) day equipment and systems testing period after the installation of the goods or performance of the services under the Contract. All goods must operate according to specifications for thirty (30) consecutive days, with a total of ninety (90) days allowed for this process. A letter cosigned by the authorized State representative and the Contractor marks the beginning of the Performance Period.

**SOFTWARE:** Computer programs, data, routines, operating and communications systems, etc. as specified in the ITB that are held in some kind of storage medium and that perform common functions for all users as well as specific applications for particular user needs.

**SPECIFICATION:** Any description of the physical or functional characteristics or of the nature of supplies, equipment, service, or insurance. It may include a description of any requirements for inspecting, testing, or preparing supplies, equipment, services or insurance.

**SUPPLIES:** Provisions and items normally considered expendable or consumable.

**UPTIME:** The period of time when the Hardware or Software in question is operational.

OHIO DEPARTMENT OF PUBLIC SAFETY (ODPS)  
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## SECTION 1 GENERAL OVERVIEW

### 1.1 INTRODUCTION TO INVITATION TO BID

- 1.1.1 The state of Ohio by the Office of Information Technology (the "State"), is releasing this ITB to enter into a Contract with Original Equipment Manufacturers (OEMs) / Resellers to acquire printers, warranty services, implementation services, and options as specified herein. This ITB provides interested Bidders with information for preparing and submitting a Bid for printers and related services. This ITB provides only an estimate of the State's requirements. No guarantee is made of any specific amount to be purchased.

QUALIFIED BIDDERS MAY BID MULTIPLE PRINTERS. HOWEVER, A SEPARATE ITB RESPONSE MUST BE SUBMITTED FOR EACH WORKING CONFIGURATION. BIDDERS MUST SUBMIT THEIR ORIGINAL BID RESPONSE AND FIVE DUPLICATE COPIES IN A SEALED ENVELOPE (ENVELOPE MEANS ANY TYPE OF SEALED, OPAQUE CONTAINER) WITH THE BID NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE. THE BID MUST ALSO BE CLEARLY MARKED WITH THE PROPOSED MANUFACTURER'S NAME. IF A BIDDER USES AN "EXPRESS MAIL" OR SIMILAR TYPE OF SERVICE, THE BID NUMBER AND NAME MUST BE EITHER CLEARLY MARKED ON THE OUTSIDE OF THE "EXPRESS" ENVELOPE OR THE BID RESPONSE MUST BE CONTAINED IN A SEALED ENVELOPE WITHIN THE "EXPRESS" MAILER. (THE BID NUMBER AND NAME MUST BE LISTED ON THE EXTERIOR OF THE SEALED ENVELOPE CONTAINED WITHIN THE "EXPRESS" MAILER.) FAILURE TO SUBMIT THE BID IN A SEALED ENVELOPE OR IN AN ENVELOPE WITHOUT THE BID NUMBER AND NAME CLEARLY MARKED ON THE EXTERIOR WILL RESULT IN IMMEDIATE DISQUALIFICATION AND NO FURTHER CONSIDERATION FOR AWARD.

ALL CONTRACTURAL TERMS AND CONDITIONS AND ALL SPECIFICATIONS LISTED AS MANDATORY MUST BE PROVIDED BY THE BIDDER. PROPOSED EXCEPTIONS TO TERMS AND CONDITIONS OR MANDATORY SPECIFICATIONS WILL BE GROUNDS FOR DISQUALIFICATION.

ANY DISCREPANCIES BEYOND THIS SECTION SUPERSEDE THE STANDARD LANGUAGE ON PAGES 1 THROUGH 20. THE TERMS AND REQUIREMENTS SPECIFIED IN THIS AND THE REMAINING SECTIONS SUPERSEDE THE STANDARD LANGUAGE ON PAGES 1 THROUGH 20.

- 1.1.2 The term of each Contract will be one (1) year with the option to renew for four (4) additional years in one year increments. It is the State's intent to provide renewal notices three months prior to Contract expiration. The maximum duration of each Contract will be five (5) years if all renewals are executed.

Unless a Contract is terminated or expires without renewal, it will remain in effect for the term described above. However, by law the current Ohio General Assembly cannot commit a future General Assembly to an expenditure. Therefore, all Contracts will automatically expire at the end of each biennium, the first of which is June 30, 2007. The State however, may renew all Contracts in the next biennium by issuing written notice to the Contractors of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during the Contract term. Termination or expiration of a Contract will not limit the Contractor's continuing obligations with respect to providing Hardware or services that the State paid for before termination or limit the State's rights in such.

## 1.2 **BACKGROUND**

The County Clerks of the Courts of Common Pleas (Clerks) issue, by law, titles for motor vehicles according to the rules of the Registrar of Motor Vehicles. The first statewide Automated Title Processing System (ATPS) in Ohio was implemented beginning in April 1992, and the final county was automated in March 1993. The second generation system was installed in early 2000 after a complete rewrite of the application. The existing ATPS architecture includes an Intel processor based server in each county and an Intel Unixware based server in Columbus. Supplement 6 reflects a diagram of current ATPS architecture.

The ATPS application at the Clerks' sites is currently running on a Windows Server 2000 operating system. Oracle is the database engine. Each county has Windows NT or XP Pro workstations, IBM model 4247 dot matrix printers, and at least one laser printer. Some of the Clerks offices also have IBM 6400 model line printers. There are eighty-eight (88) county title offices plus fifty-nine (59) branch title offices – a total of one-hundred and forty-seven (147) office sites using 1,028 dot matrix printers. All processing in each county occurs through one server at that Clerk's main title office. Branch office workstations and printer devices communicate with the main title office server. The WAN operates at T1 speeds between the branch offices and the main office as well as between the main office and the central infrastructure in Columbus. There is no Internet connectivity at the Clerk offices.

## 1.3 **CALENDAR OF EVENTS**

ITB Issued:	May 2, 2006
Inquiry Period Begins:	May 2, 2006
Inquiry Period Ends:	May 15, 2006
ITB Response Due Date (the "opening date"):	May 18, 2006 @ 11:00 a.m.

## 1.4 **INTERNET INQUIRIES**

Bidders may make inquiries regarding this ITB any time during the inquiry period listed in the Calendar of Events. To make an Internet inquiry, bidders must use the following process:

- Access the State Procurement web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select "Find it Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the ITB Number found on Page 1 of the document (ITB Numbers begin with the letters "ACQ");
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:
  - First and last name of the prospective bidder's representative who is responsible for the inquiry,
  - Name of the prospective bidder,
  - Representative's business phone number, and
  - Representative's e-mail address;
- Type the inquiry in the space provided including:
  - A reference to the relevant part of this ITB,
  - The heading for the provision under question, and
  - The page number of the ITB where the provision can be found; and
- Click the "Submit" button.

Bidders submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Bidders will not receive a personalized e-mail response to their question nor will they receive notification when the question has been answered.

Bidders may view inquiries using the following process:

- Access the State Procurement web site at <http://www.ohio.gov/procure>;
- From the Navigation Bar on the left, select "Find it Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the ITB Number found on Page 1 of the document (ITB Numbers begin with the letters "ACQ");
- Click the "Find It Fast" button;
- On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

The State will attempt to respond to all inquiries within 48 hours, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

### **1.5 AMENDMENTS TO THE ITB**

If the State decides to revise this ITB before the Opening Date, amendments will be announced on the State Procurement Web site.

- (a) Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- (b) From the Navigation Bar on the left, select "Find It Fast";
- (c) Select "Doc/Bid/Schedule #" as the Type;
- (d) Enter the ITB Number found on Page 1 of the document (ITB Numbers begin with "ACQ" followed by five numbers);
- (e) Click the "Find It Fast" button; and
- (f) On the document information page, click on the amendment number to display the amendment.

When an amendment to this ITB is necessary, the State may extend the due date through an announcement on the State Procurement Web site. Amendment announcements may be provided any time before 5:00 p.m. on the day before Bids are due. It is the responsibility of each prospective Bidder to check for announcements and other current information regarding this ITB.

## **SECTION 2 GENERAL TERMS AND CONDITIONS**

### **2.1 DEFINITION OF TERMS**

For purposes of this Invitation to Bid and resulting Contract, the following definitions will apply:

#### Agency Site

Any State office, county office, agency district office, or other agency designated site where installation may occur. In addition to the Ohio Department of Public Safety's (ODPS) site, at 1970 West Broad Street, Columbus, a complete list of Title Office sites can be found in Supplement 4.

#### Cooperative Purchasing Program

This voluntary program offers Ohio counties, townships, municipalities, school districts, transit authorities, park districts and others the benefits and cost savings of buying goods and services through State contracts.

#### Hardware

Including but not limited to the dot matrix printer equipment, print driver software, and documentation to perform as specified herein.

### Implementation Services

Services agencies may request in conjunction with Hardware delivery includes project management, installation, asset tagging, training, and de-installation.

### Original Equipment Manufacturer (OEM)

The manufacturer of equipment being provided to the State.

### Operating System (OS), System Software and Firmware

The Software provided by the manufacturer to make a complete working network printer. This excludes print driver software.

### Peripheral

Product that is an external device that functions both outside of the printer's case and in conjunction with the printer.

## **2.2 GENERAL REQUIREMENTS**

### 2.2.1 Intentions

It is the intent of the State to describe complete working printer configurations. Any incidental items omitted from these specifications but needed to make a complete working configuration, such as cables, drivers and cards, must be provided by the Contractor and will be included in the bid price.

The State will only accept printers that meet the minimum specifications as listed in Section 4 of this ITB. The State will acquire printers of the same make and model, from one manufacturer only.

Cables to connect a printer to the procuring Agency's network will be provided by that Agency.

### 2.2.2 Product Evaluation Period

The State may elect to conduct Hardware and/or Software testing at the Agency Site prior to the award of the Contract. All Bidders responding to this ITB must be prepared to provide Hardware and/or Software for such testing. At the State's option an initial proof of concept must be satisfactorily demonstrated in an existing test environment at ODPS Information Technology Office to verify and validate that the new printers produce results identical to the existing IBM 4247 printers. Should the State elect to test a Bidder's Hardware and/or Software, the Bidder must provide two of each bid item requested by the State as specified herein for such testing purposes within two (2) business days of notice from the State. If the State determines that the Hardware and/or Software is in compliance with the technical specifications herein and the Bidder is awarded the Contract, the State may elect to issue a purchase order and keep the Hardware and/or Software at bid pricing. If the State determines that the Bidder's Hardware and/or Software does not meet the specifications for the ITB based on the Hardware and/or Software testing, the Bidder's bid will be rejected. Bidders will not have the opportunity to retest any Hardware and/or Software that fails the State's Hardware and/or Software test. The Bidder will be liable for all costs associated with Hardware and/or Software submitted for product evaluation.

At a minimum, the proposed Hardware and/or Software must conform to all specifications contained in this ITB.

### 2.2.3 Performance Bond

The State may require the Bidder to procure a Performance Bond in the amount of twenty-five percent (25 %) of the Grand Total Costs submitted by the Bidder. The Bond must be for a period covering the duration of the Contract. As part of the evaluation process used to

determine the lowest responsive and responsible Bidder, the Bidder will be required to provide the said Performance Bond within ten (10) business days, after notification, to the Office of Information Technology, Investment and Governance Division. FAILURE TO PROVIDE THE PERFORMANCE BOND WITHIN THE STATED TIME PERIOD WILL RESULT IN THE BIDDER BEING DEEMED AS NON-RESPONSIVE AND THE BID RESPONSE WILL BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDING OF THE CONTRACT.

The purpose of the Bond is to ensure proper performance by the Bidder on any Contract awarded pursuant to this Bid. A standard Bond form, from any company authorized to conduct business within the state of Ohio, is acceptable. The Bond must be made payable to the Treasurer, State of Ohio, referencing the applicable Bid number.

#### 2.2.4 Post Award Performance Testing

A performance test will be done in cooperation with the Contractor, the Clerks staff, and ODPS to ensure the installation at each county site is complete and fully operational. As stated in the Standards of Performance and Acceptance section, a statewide performance test will also be done to ensure the total installation is complete and fully operational.

#### 2.2.5 Performance Criteria

All work related to Hardware replacement, which would interrupt the Clerks business processes, must be coordinated with the ODPS Project Manager, and must be performed during times other than the Clerks normal business hours unless otherwise agreed to by the Clerk. Specific task assignments will be made with agreed upon time frames for completion. The Hardware installation and system activation into production mode for the County Clerks' printer replacement must be completed by the date specified in the project plan. Work determined by the State to be in non-compliance with the Contract must be brought into conformance by the Contractor at no expense to the State within ten (10) working days of written notice from the State, or the Contractor shall be in default.

#### 2.2.6 Contract Renewal

As a condition of any award resulting from this ITB, the State reserves the right to renew the period covered by the Contract under the same prices, terms and conditions stated herein, for a maximum of four (4) years beyond the normal expiration date of the Contract.

#### 2.2.7 Background Checks

Upon Contract award the Contractor and all staff involved in this Project must each complete a thorough background check at ODPS expense. This will include previous work addresses for the last three (3) years excluding high school. An extensive investigation will be conducted by ODPS prior to the assignment of Contractor staff to the Contract work location.

Criteria for personnel record checks and background checks will be performed to determine if current or potential employees of the Contractor have any type of convictions in the following areas: Any record of violence domestic or otherwise; Drug-related convictions; Theft; or Other offenses deemed at risk to the facility or population.

Those Contractor employees or potential Contractor employees with felony convictions or other criminal records, unless specifically approved by ODPS, will not be permitted to work on this Contract.

#### 2.2.8 Contractor Revenue Share

The Contractor must pay the State a revenue share of the sales transacted under a Contract awarded as a result of this ITB. The Contractor Revenue Share fee must be paid for all

Agencies that use this Contract including educational institutions, universities, and other eligible public entities participating in the Cooperative Purchasing Program.

The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. At this time, the revenue share equals .0075 of the total quarterly sales reported. Bidder must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies. The revenue share fee may be adjusted throughout the term of this Contract. The Contractor may be required to adjust its prices to reflect any fluctuations in the revenue share fee. The State will work closely with the Contractor to address any pricing concerns that surface due to changes in the revenue share fee over the Contract term.

The Contractor must remit any monies due as the result of the revenue share close-out report at the time the close-out report is submitted to the State.

The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable Contract Number, report amount(s), and reporting period covered.

Contractor must forward the check to the following address:

Ohio Office of Information Technology  
Office of Finance  
30 East Broad Street, Suite 4060  
Columbus, Ohio 43215-3414

Please make the check payable to: Ohio Treasurer of State.

## 2.3 **MANDATORY CONTENT OF BID RESPONSE**

The ITB response must include sufficient data to allow the State to verify the TOTAL cost for the bid and all claims to meeting ITB specifications. All paragraphs of this ITB requiring a response must be addressed in the Bidder's ITB response in a concise manner. The State will reject any Bid response not prepared and submitted in accordance with the provisions of the ITB.

All materials submitted in response to this ITB become the property of the State and may be returned only at the State's option. ALL MATERIALS RECEIVED WILL BE CONSIDERED PUBLIC INFORMATION AND WILL BE OPEN TO PUBLIC INSPECTION UPON COMPLETION OF THE EVALUATION AND CONTRACT AWARD.

Bidders must submit an **original and five (5) duplicate copies** of the Bid Package to the OIT, Investment and Governance Division.

**EACH COMPLETE COPY MUST CONTAIN THE FOLLOWING SECTIONS, SEPARATED BY TABBED AND LABELED DIVIDERS. THE CONTENTS OF EACH SECTION WILL BE CONSIDERED DURING THE BID EVALUATION PROCESS.**

### 2.3.1 Bid Cover Sheet

The Bidder must **HAND SIGN AND DATE THE BID COVER SHEET** before submitting the bid. This section must also contain a completed copy of this ITB in its entirety.

### 2.3.2 Bidder References

This section must include a list of at least three (3) references for which the Bidder has provided products from the same manufacturer as the offered products, preferably the same models. These references must have received a similar quantity and services of similar scope as required in this ITB. References must demonstrate that the Bidder has delivered and been supporting the Hardware and/or Software offered in a normal office environment for at least the last six (6) months. Bidder must provide contact names and telephone numbers for each reference given. References provided by the Bidder must agree to be interviewed by the State concerning the Bidder's Hardware and/or Software and warranty support.

### 2.3.3 Technical Documentation

Bidders must submit technical documentation on **ALL** items specified in the ITB response as well as any additional items included to ensure a working Hardware configuration. Technical documentation must be manufacturer's printed literature. When manufacturer's printed literature is not available, technical documentation must be on manufacturer's letterhead, signed by an authorized representative of the manufacturer. This section must also include the name and telephone number of a representative of the manufacturer who may be contacted to verify the specifications of products offered.

Bidders must specify the exact manufacturer's equipment being proposed (model and features). This information must be complete as to the extent that the State is able to determine the specific type and quantity of equipment being proposed to meet the mandatory specifications.

### 2.3.4 Warranty-Maintenance Plan

Bidder must submit in the bid response a detailed plan for providing the one-year warranty and optional maintenance coverage. This plan must address the bidder's capability to support the Hardware according to the warranty and maintenance terms and conditions as set forth herein.

This plan must include, but not be limited to, the number and locations of authorized maintenance or service facilities and authorized parts depots throughout the State, telephone support availability, and maintenance escalation procedures. The maintenance or service facilities must be strategically located so the bidder can meet the response time requirements set forth in this ITB.

#### 2.3.5 Proof of Insurance

This section must contain sufficient evidence that the Bidder is currently covered by Employee's Liability and/or Bidder's Insurance in an amount equal to or greater than one million dollars (\$1,000,000.00) (i.e. a **copy of a current certificate**).

#### 2.3.6 Proof of Workers' Compensation

This section must contain sufficient evidence that the Bidder is currently covered by Workers' Compensation Insurance (i.e. a **copy of a current certificate**).

#### 2.3.7 Buy Ohio Certification

The Bidder must complete the Buy Ohio Certification (page 2 of this ITB) in its entirety.

#### 2.3.8 Cost Summary

This section must contain a complete cost summary for each of the possible manufacturer's Hardware configurations being proposed by the Bidder. Bidders must provide the required information to determine the Grand Total of their bid response. **THE GRAND TOTAL WILL BE THE BASIS FOR THE ITB EVALUATION.**

#### 2.3.9 Project Plan

The Bidder must provide a high level project plan which describes the approach, method(s), and work steps it plans to use to meet the ITB requirements and complete the scope of work described in Section 3. This project plan should demonstrate a thorough understanding of the nature of the project and indicate how the Contractor will meet ODPS deadlines for the Hardware installation.

#### 2.3.10 Authorized Dealer Statement

Bidders responding to this ITB must be an authorized dealer for the manufacturer's products they are offering. Bidders must submit, with their ITB response, certification attesting to the fact that they are an authorized manufacturer's dealer. This certification must be on manufacturer's letterhead and signed by a duly authorized manufacturer representative. Failure to submit this certification will deem your ITB response non-responsive.

#### 2.3.11 Certification

Each Bid Response must include the following certification on company letterhead signed by an individual authorized to legally bind the Bidder.

(Insert Company name) affirms it will not and will not allow others to perform work or take data outside the United States without express written authorization from the Agency Project Representative.

(Insert Company name) affirms that all personnel provided to fulfill obligations of the Contract, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

(Insert Company name) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(Insert Company name) agrees that it is a separate and independent enterprise from the state of Ohio and the purchasing Agencies. (Insert Company name) has a full opportunity to find other business and has made an investment in its business. Moreover (insert Company name) will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between (insert Company name) or any of the personnel provided by (insert Company name) or the state of Ohio and the purchasing Agencies.

(Insert Company name) affirms that the individuals supplied under the Contract are either (1) employees of (insert Company name) with (insert Company name) withholding all appropriate taxes, deductions or contributions required under law or (2) independent contractors to (insert Company name).

(Insert Company name) affirms that it has obtained a written acknowledgement from its independent contractors that they are separate and independent enterprises from the state of Ohio and the purchasing Agencies for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

## **2.4 WARRANTY TERMS AND CONDITIONS**

The bidder is responsible for supporting and maintaining the Hardware once installed at each Agency Installation Site. This support and maintenance is not the beginning of the Warranty Period. The one-year Warranty for the installed Hardware will not commence until all Hardware has been installed at each Agency Site and has successfully completed the Performance Period for Acceptance. This will allow coterminous Warranty and maintenance periods for the Hardware installed.

The Contractor is responsible to obtain Warranty and Maintenance service directly from the equipment manufacturer. However, the State will look to the Contractor as the sole point of contact.

### **2.4.1 Single Maintenance Contact**

Bidder must provide a single maintenance contact employed by the Bidder.

### **2.4.2 Meet or Exceed the State's Expectations**

Bidder warrants that the Hardware must meet or exceed all of the specifications of the State including but not limited to the State's functional, technical, and maintenance specifications.

### **2.4.3 New Hardware**

Bidder warrants that all hardware furnished hereunder will be new and not used or refurbished. Such Hardware must have been manufactured within the last 16 weeks preceding the date of delivery. In no event will any Hardware proposed be an alpha or beta test product.

### **2.4.4 Warranty Period**

Bidder warrants that all Hardware must be free from defects in material and workmanship for a period of one (1) year after the date of its acceptance (the "Warranty Period"). At the option of the State, the Contractor must repair, replace, or exchange any defective piece of Hardware that the Contractor or the State determines to be defective. The Contractor must bear all costs and risks regarding the return of any defective piece of Hardware.

### **2.4.5 Good and Clear Title**

Contractor warrants to the State good and clear title to the Hardware, free and clear of any liens, encumbrances, or security interests.

### **2.4.6 Remedial and Preventative Maintenance**

Contractor warrants that it must provide remedial and preventative maintenance for the Hardware at no additional cost during the Warranty Period. This maintenance must include the repair, replacement, or exchange deemed necessary to restore the Hardware to good working order. For purposes of the Contract, Hardware restored to good working condition will be defined as Hardware that will perform all functions as prescribed in this ITB, the bidder's bid, and in the manufacturer's published specifications for such Hardware as originally manufactured.

### **2.4.7 Warranty Parts and Labor**

Contractor warrants that it must provide all parts and labor during the Warranty Period at no additional cost to the State. All parts must be manufacturer certified. All Hardware maintenance must be on-site.

#### 2.4.8 Warranty Service Telephone Number

The Contractor must provide a single phone number to call for warranty service.

#### 2.4.9 Contact Timing

Contractor warrants that it will contact the State's designated representative within four (4) hours of notification of a problem to discuss the error codes, with a goal of solving the problem over the phone (the "4-Hour Contact Time").

#### 2.4.10 Response Time

Except when adversely affected by reason of force majeure as described in paragraph 17 on page 11, the Contractor must arrive on-site within twenty-four (24) hours after notification that Hardware is in need of maintenance (the "24-Hour Response Time"). The Contractor must come prepared to fix the Hardware on the first call. The 24-Hour Response Time means that a qualified technician will arrive at the appropriate State site. The availability of County or State staff at the site will be taken into consideration in measuring this time. The availability of on-site Clerk staff must be coordinated by the Contractor prior to dispatching the technician to the title office site.

#### 2.4.11 Next-Day Repair Time

Contractor warrants that any Hardware maintenance performed under the Contract during the Warranty Period must be completed within the next working day of the original call (the same call that reported the problem) within the site's hours of operation, or the Contractor may be in default. Failure to comply with either of these requirements (the 24-Hour Response Time or the Next Day Repair Time) may result in cancellation of this Contract and/or a charge (at the option of the State) of \$250.00 per day commencing upon the end of the 24-Hour Response Time or the end of the Next Day Repair Time. Any deviation from these terms must be approved in writing by an authorized State employee. A list of authorized names will be provided upon award of the Contract. The Contractor will not have (10) working days to remedy such a default notwithstanding paragraph 12 on page 10 and the State will be entitled to the remedies set forth in paragraph 10 on page 10.

#### 2.4.12 Cooperation with Other Agencies and Vendors

The Contractor agrees to cooperate with State or County personnel, Hardware manufacturer representatives, other vendors' personnel, and communications systems suppliers to diagnose and correct Hardware malfunctions. The Contractor agrees, when requested by the State or County, to cooperate in diagnostic testing efforts involving other vendors and to cooperate with other vendors' personnel in carrying out diagnostic testing of Hardware malfunctions.

#### 2.4.13 Optional Maintenance

Prior to the completion of the one (1) year Warranty Period the State may elect to purchase up to four (4) more years of Maintenance Services in one (1) year increments.

EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

## **2.5 REJECTION OF ITB RESPONSES**

The State may disqualify a Bidder's ITB Response for the following, which includes, but is not limited to, the reasons described below:

- FAILURE TO SUBMIT A COST FOR EACH AND EVERY ITEM OFFERED.
- FAILURE TO HAND-SIGN ALL COPIES OF THE ITB RESPONSE.
- FAILURE TO SHOW THE ITB NUMBER AND BIDDER NAME ON ENVELOPE.
- SENDING BIDS WITH POSTAGE DUE
- LATE ITB RESPONSES.
- RESPONDING WITH "FOB SHIPPING POINT"
- FAILURE TO SEND AN ORIGINAL, AND FIVE (5) HARD COPIES, AND ONE ELECTRONIC COPY (MS-WORD FORMAT) ON CD-ROM OF THE ITB RESPONSE PACKAGE.
- TAKING EXCEPTION TO THE TERMS, CONDITIONS, AND SPECIFICATIONS HEREIN.
- FAILURE TO INCLUDE DESCRIPTIVE LITERATURE FOR EACH ITEM PROPOSED IN EACH CATEGORY ITB BY THE BIDDER.
- FAILURE TO PROVIDE MANUFACTURER'S TECHNICAL DOCUMENTATION FOR EACH AND EVERY LINE ITEM LISTED IN THE COST SUMMARY.
- USING DITTO MARKS OR OTHER GENERIC IDENTIFICATIONS FOR THE TECHNICAL REFERENCE REQUIREMENT IN THE COST SUMMARY.
- FAILURE TO INCLUDE, WITH THE ITB RESPONSE, ALL ITEMS (HARDWARE, SOFTWARE, SERVICE) IDENTIFIED HEREIN.
- ANY OTHER REASON IDENTIFIED ELSEWHERE IN THIS ITB.

NOTE: ANY DEVIATION OR OMISSION FROM THE PRECEDING INSTRUCTIONS MAY VOID YOUR ITB.

### **SECTION 3 IMPLEMENTATION AND INSTALLATION**

#### **3.1 Scope of Work**

The Contractor must provide the ODPS with one thousand and thirty-six (1,036) dot matrix printers that are compatible with the features and functions provided with the IBM 4247-001, IBM 4247-A00 (and later models) printer. The new dot matrix printers will replace the existing IBM 4247-001, IBM4247A00, and later models that have been in use within the title offices for approximately 5 years.

- 3.1.1 The Contractor must perform required work at each Clerk's site around the Clerk's working-hours schedules. Work must begin on or before June 30, 2006.
- 3.1.2 The Contractor must complete the project successfully on or before Friday, October 6, 2006.
- 3.1.3 The Contractor must commit to and provide direct OEM-to-State communication regarding Hardware, Software, and networking issues as well as service and support delivery for the printers at Clerks sites located throughout the State.

#### **3.2 PROJECT MANAGEMENT**

- 3.2.1 The State will provide oversight for the entire project. However, the Contractor must provide overall project management for the tasks in this Contract, including the day-to-day management of its staff and assist with the management of State staff as it pertains to their assignment to this project. The Contractor must provide administrative support for its staff and activities. The Contractor provided Project Manager is to work at the ODPS Shipley building to manage the project and serve as the primary communicator between the Contractor's staff and ODPS staff. ODPS will provide up to two (2) work areas at the ODPS Shipley building for Contractor staff. ODPS Shipley building is located at 1970 West Broad Street, Columbus, OH.

- 3.2.2 ODPS will provide staff to include an ODPS Project Representative, ODPS Network Administrator, and ODPS System Administrator who will be assigned to work with the Contractor's corresponding staff. The ODPS staff will meet regularly with the Contractor's Project Manager to monitor the project plan, the Contractor's performance, and to assist the Contractor with Network and System security access.
- 3.2.3 The Contractor must provide a high-level project plan and continue to update the project plan with greater detail throughout the phases of the project. These detailed project plans are to be developed with ODPS staff and must allow five (5) working days for review by the State staff for all deliverables.
- 3.2.4 The Contractor's project management approach must adhere to the following requirements:
  - 3.2.4.1 Immediate Reporting – The project manager or designee must immediately report any Project Team staffing changes to the ODPS Project Representative.
  - 3.2.4.2 Attend Weekly Status Meetings – Contractor's project manager, and other project team members as necessary, are required to attend weekly status meetings with the ODPS Project Representative and other members of the project teams as deemed necessary to discuss project issues.
  - 3.2.4.3 Provide Weekly Status Reports – Contractor must provide written status reports to the ODPS Project Representative at least one full business day, excluding State holidays, before each weekly status meeting.
  - 3.2.4.4 Weekly Status Reports must contain an updated GANTT chart along with updated Microsoft Project files on electronic media, status of currently planned tasks – specifically tasks not on schedule and a resolution to return to schedule, any issues encountered and resolutions, test results, a problem tracking report, task and deliverable status showing completion schedule and milestones, proposed changes to the project schedule if any, identification of Contractor staff assigned to specific activities, planned absences and return dates for Contractor staff, and any staffing changes.
  - 3.2.4.5 Monthly Status Reports – Contractor must submit a written monthly status report which is due to the ODPS Project Representative by the fifth working day following the end of each month during the project. Monthly Status Reports must contain: description of overall completion status of the project, updated project schedule, scheduled project activities for the next month, percentage of completion of deliverables, time ahead or behind schedule, a risk analysis of actual and perceived problems, testing status and results, and any strategic changes to the project plan.

**3.3 DELIVERY AND IMPLEMENTATION SERVICES**

The Contractor must deliver the Hardware and provide Implementation Services. In addition to the previous Terms and Conditions set forth in paragraph 13 on page 10, the following will apply:

**DELIVERY**

- 3.3.1 The Contractor must agree to ship all products F.O.B. destination and provide free inside delivery to the specified floor / worksite of the State sites defined in Section 2.1. The Contractor will deliver all Hardware within twenty (20) days after receipt of order (ARO) at a mutually agreeable time and as outlined in paragraphs 3.3.2 through 3.3.7. The Contractor will not have ten (10) working days to remedy a default notwithstanding paragraph 11 on page 10. Prices must include all packing, transportation and insurance charges.
- 3.3.2 The State may delay any delivery to a mutually agreeable time.
- 3.3.3 The Contractor can not store the printers at the Agency site; the Clerks' title offices do not have the physical space to store the printers for more than one (1) day. At the designated time, the Contractor will have the printers shipped so that they arrive at the Clerks site the day they are to be installed, or at most, one (1) day prior to installation.

- 3.3.4 The Contractor must agree to coordinate delivery with the ODPS Project Representative. The Contractor warrants that it can accommodate time staggered deliveries with specific delivery dates, times and quantities. The Contractor must be able to deliver up to ninety (90) printers on any given business day at up to six (6) separate locations.
- 3.3.5 Delivery dates and times must be coordinated with the ODPS Project Representative. It is the Contractor's responsibility to respond with a firm delivery date subject to approval from the ODPS Project Representative. If there is a documented back order due to the Contractor, the ODPS Project Representative must be notified within 48-hours.
- 3.3.6 The Contractor must agree to provide expedited delivery service options to the State on an as needed basis. The Contractor and the purchasing Agency must mutually agree on expedited delivery terms, price and timeframes when expedited delivery is required by the Agency.
- 3.3.7 Failure to provide product deliveries in a timely manner may result in the assessment of damages under paragraph 8, page 9 or cancellation of individual orders. Repeated failure to notify the State of back order situations may result in cancellation of the Contract.
- 3.3.8 The State reserves the right to move the Hardware acquired under the Contract.
  - a. The State will prepare a relocation site that conforms to the Contractor's specifications.
  - b. The State will arrange and pay for all transportation, rigging, drayage, and any other relocation charges.

Rearrangement of the Hardware within the same office for the State's convenience will be entirely at the State's expense. Upon request of the State and issuance of a purchase order, the Contractor may provide paid assistance and supervision, at Contractor's standard rates.

- 3.3.9 If the Hardware is returned to the Contractor for failure of performance, the Contractor must, at the State's option, refund all amounts paid to the Contractor for such Hardware or replace the Hardware and the following must apply:
  - a. Within twenty (20) days of written notification, the Contractor must prepare the Hardware for removal.
  - b. Within thirty (30) days of written notification, the Contractor must ship the Hardware.
  - c. All shipping and insurance costs will be borne by the Contractor.
  - d. Contractor will be liable for any damages to the Hardware, unless caused by the fault or negligence of the State, which occur during the return process.

If the Hardware is returned to the Contractor for any other reason, then the State will be responsible for all costs associated with preparation of Hardware for shipping, and for shipping costs to the Contractor's nearest location.

The remedies of the State under this section will not be exclusive of any other remedies or rights of the State under the Contract or in law or equity.

- 3.3.10 This ITB provides only an estimate of the State's requirements. No guarantee is made of any specific amount to be purchased.

**ASSET TAGGING**

- 3.3.11 The Contractor will apply asset tags to each printer and log all asset information into a Microsoft Excel spreadsheet prior to the physical installation and provide both this electronic version and a paper version within fifteen (15) days after the installation is complete. The Contractor must coordinate through the ODPS Project Representative for the printing and pick up of asset tags with unique asset identification numbers from ODPS Inventory Management Services. Specific instructions on where to place asset tags on acquired equipment will be provided with the asset tags to facilitate a uniform placement. All of the following information must be recorded and provided to the ODPS Asset Management Unit: Model Number, Serial Number, Asset Description, Location, and Asset ID Number. These site logs will be the property of the State, one copy will be left on-site with the Clerks' designee, one copy will be provided to the ODPS Information Technology Office point of contact, and one copy will be sent to the ODPS Inventory Management Services.

**INSTALLATION**

- 3.3.12 The Contractor must provide, install, setup, configure, and test the new Hardware and Software. The Contractor must load the Software for the printers on the title office's ATPS server at the Clerks' Offices. (The county server operating system is MS Windows 2000 and the county workstation operating system is MS Windows XP). All copies of the Software will be left on-site with the county point of contact.
- 3.3.13 The Contractor must provide and install all other Hardware and Software needed for a successful implementation, including all components needed to connect the printers to the title office's RJ-45 10BaseT/100BaseTX Ethernet network.
- 3.3.14 The Contractor must test to ensure that all involved Project components are functioning successfully as identified in this ITB.
- 3.3.15 The State must provide the Contractor reasonable access to each Installation Site prior to installation. The Contractor must develop and provide written site preparation standards for the Installation Site.

**TRAINING**

- 3.3.16 The Contractor must provide thorough on-site training for the Clerk's personnel on the operation, setup, use, and cleaning of these printers. Two (2) copies of documentation of these operations must be provided to each Clerk's on-site personnel, five (5) copies must be provided to the Central office.

### **DE-INSTALLATION**

- 3.3.17 The Contractor must provide de-installation services for the existing dot matrix printers at each Clerk's title office. A complete inventory list of the currently installed dot matrix printers is provided in Supplement 7. De-Installation services will include, but not be limited to, the removal of the existing hardware, logging of its asset tag number(s), office location number, date removed and the name of the responsible contractor. The log is to be signed by the county ATPS office manager to indicate acceptance. The log will then be forwarded to the ODPS Project Representative. Each of the replaced printers must be removed from the title office the same day it is disconnected, or at the latest, by 10:30 am the following day. All replaced equipment must be delivered to the ODPS Alum Creek Warehouse facility at 1583 Alum Creek Drive, Columbus, OH.
- 3.3.18 The Contractor must remove and dispose of all packing, boxes, etc., used in the shipping and installation of the Hardware and Software involved in this project. The office must be left in a clean and neat state after installation is complete, prior to the work being accepted. Cabling must be neat, labeled, and orderly.
- 3.3.19 Upon completion of the above requirements the Contractor must obtain written acceptance to confirm an installation is satisfactorily complete. This written acceptance must be signed by the ODPS Network Administrator, ODPS Database Administrator, and the county ATPS point of contact.

### **3.4 STANDARDS OF PERFORMANCE AND ACCEPTANCE**

Hardware and/or Software acceptance is dependent upon a thirty (30) day successful standard of performance as defined herein. Hardware and/or Software will be installed by the Contractor. This section also applies to Hardware and/or Software submitted for product evaluation as well as replacement or substitute Hardware and/or Software and Hardware and/or Software which is field modified after the Hardware and/or Software has completed its successful Performance Period.

- 3.4.1 The Performance Period will begin after all Hardware and Software is installed at all locations and will end when the Hardware and/or Software has met the standard of performance for a period of fifteen (15) consecutive days by operating in conformance with the Contractor's technical specifications (as set forth in the Contractor's operations manual for Hardware and/or Software ordered or as quoted in any ITB response) and in conformance with this ITB at an effectiveness level of 95% or more.
- 3.4.2 In the event the Hardware and/or Software does not meet the standard of performance during the initial fifteen (15) days, the standard of performance test will continue on a day-by-day basis until the standard of performance is met for a total of fifteen (15) consecutive days.
- 3.4.3 If the Hardware and/or Software fail to meet the standard of performance after forty-five (45) calendar days from the start of the Performance Period, the Contractor will be in default. The Contractor will not have ten (10) working days to remedy such a default notwithstanding paragraph 11 on page 10. Such a default will only be remedied when the State agrees that a successful Performance Period has been completed. In addition to all the other rights and remedies conferred to the State under the Contract, the State reserves the right to request replacement Hardware and/or Software or terminate the order.
- 3.4.4 The effectiveness level for Hardware and/or Software is computed by dividing the sum of the uptime hours by the number of working hours.
- 3.4.5 Hardware and/or Software downtime is that period of time when any Hardware and/or Software are inoperable due to failure.

- 3.4.6 During a period of downtime, the State may use operable Hardware and/or Software when such action does not interfere with repair of the inoperable Hardware and/or Software.
- 3.4.7 Downtime will start from the time the State notifies the Bidder's designated representative of the inoperable Hardware and/or Software until the Hardware and/or Software is returned to proper operating condition (rounded to the nearest quarter hour).
- 3.4.8 Hardware and/or Software will not be accepted nor charges paid until the Performance Period is complete.
- 3.4.9 Uptime and downtime will be measured in hours and quarter hours.
- 3.4.10 Should it be necessary, the State may delay the start of the Performance Period, but such delay will not exceed thirty (30) consecutive days after the date that all Hardware and Software has been installed at all locations. Unless otherwise mutually agreed to by the State and the Contractor, the Performance Period must start not later than the thirty-first (31st) day after the installation date.
- 3.4.11 Charges will apply beginning on the first day of acceptance of the Hardware and/or Software by the State and will not be invoiced until that date.

**SECTION 4 MANDATORY SYSTEM SPECIFICATIONS**

**4.1 MINIMUM REQUIREMENTS**

The Contractor is required to provide a complete working Hardware and Software configuration.

In the blank columns after each requirement, the offeror must indicate how the requirement is met for the product being proposed by entering document section and page number which shows compliance with the requirement. All requirements **MUST** be provided; **NO EXCEPTIONS ARE PERMITTED FOR THE REQUIREMENTS.**

**PRINTER HARDWARE/SOFTWARE REQUIREMENTS**

Line	Requirement	Document Section / Page
1.	Dot matrix impact technology	
2.	24-pin print head	
3.	Bi-directional printing	
4.	Minimum 700 characters per second in draft mode at 10 characters per inch	
5.	Minimum 132 characters per line at 10 characters per inch	
6.	Minimum Resolution Attainable: 120 x 72 dots per inch (horizontal x vertical)	
7.	Cartridge ribbon	
8.	Media:	
	A. Minimum 4-part forms	
	B. Minimum Size: 4" x 4" (horizontal x vertical)	
	C. Maximum Size accomodated must be: 17" x 20" (horizontal x vertical)	
	C. Media load type: Two tractor-feed continuous-form insertion paths	
9.	Network Connection Requirements	
	A. RJ-45 Network Connector	
	B. 10BaseT/100BaseTX Interface	
	C. Ethernet data link protocol	
	D. Internal print server	
10.	Electrical and Operating Environment	
	A. 120 Volt Alternating Current	
	B. Single Phase 3-wire 60 Hz	
	C. Humidity range between 20% and 80%	
	D. Maximum Operating Temperature: 90° F	
	E. Minimum Operating Temperature: 50 F	
	F. Maximum Sound Emission: 58 dB	
11.	General	
	A. Minimum Monthly Duty Cycle: 50,000 pages	

Line	Requirement	Document Section / Page
	B. Language: English	
	C. Country: United States	
12.	Operating systems that must be supported include: MS Windows NT 4.0, and Windows Server 2000 and higher	
13.	Minimum Printer Configuration Settings:	
	A. Must provide for 10, 12, 15, 17.1 and 20 characters per inch	
	B. Must provide for 4, 6, 8 and 9 lines per inch	
	C. Must meet tear-bar position 0	
	D. First print line must be within ½ inch from top of form	
	E. Character set must be capable of differentiating between alpha and numeric characters	
14.	Minimum set of Bar Codes must include:	
	A. Postnet	
	B. Code 3 of 9	
	C. Code 128	
	D. Interleaved 2 of 5	
	E. UPC-A	
	F. UPC-E	
15.	Minimum selection of Fonts include:	
	Arial; Arial Narrow; Courier; Courier New; MS Sans Serif; Times New Roman	
16.	Physical Dimensions:	
	A. No deeper than 16 inches	
	B. No higher than 16 inches	
	C. No wider than 27 inches	
17.	Minimum programmable capabilities include:	
	A. Must be able to mix letter quality and draft quality within a line on a page	
	B. Must be able to mix fonts within a line on a page	
	C. Must be able to bold characters within a line on a page	
	D. Must be able to underline characters within a line on a page	
	E. Must be able to italicize characters within a line on a page	
<b>End of Attachment</b>		

**ATTACHMENT I COST SUMMARY**

Any corrections or changes made to the figures in the UNIT PRICE column of the ITB must be initialed or the bid will be disqualified. **The Grand Total will be the basis for the ITB evaluation.**

Listed below are the line items the State expects are necessary to provide a complete cost summary for each printer installation.

<b><u>Hardware:</u></b>					
	Manufacturer's Part Number:	Description:	Unit Price:	Quantity	Cost:
1	_____ part number	_____ Base Printer Model	_____	<b>1,036</b>	\$ _____
2	_____ part number	_____ Cables	_____	<b>1,036</b>	\$ _____
3	_____ part number	_____ Ethernet Print Server	_____	<b>1,036</b>	\$ _____
4	_____ part number	_____ Printer Drivers	_____	<b>1,036</b>	\$ _____
5	<b>Total Hardware Cost (lines 1-4):</b>				\$ _____
<b><u>Implementation Services required to meet ITB requirements and complete the scope of work:</u></b>					
	Description	Quantity	Cost		
6	Project Management	NA	Total \$ _____		
7	Installation	1036 Hardware	Total \$ _____		
8	Asset Tagging	1036 Hardware	Total \$ _____		
9	Training	147 Office Sites	Total \$ _____		
10	De-Installation	1027 Existing Hardware	Total \$ _____		
11	<b>Total Implementation Services Cost (lines 6-10):</b>			\$ _____	
<b><u>Maintenance:</u></b>					
Maintenance will be initiated at the option of the State after the one (1) year warranty period.					
12	Optional Maintenance Year One (1) – State Option to Initiate				\$ _____
13	Optional Maintenance Year Two (2) – State Option to Initiate				\$ _____

14	Optional Maintenance Year Three (3) – State Option to Initiate	\$ _____
15	Optional Maintenance Year Four (4) – State Option to Initiate	\$ _____
16	<b>Total Maintenance Cost (lines 12-15):</b>	\$ _____
<b><u>Total Cost Summary:</u></b>		
17	Total Hardware Cost (line 5):	\$ _____
18	Total Implementation Services Cost (line 11):	\$ _____
19	Total Maintenance Cost (line 16):	\$ _____
20	<b>Grand Total Cost (lines 17-19):</b>	\$ _____

Price quotations are required for Optional Implementation Services listed below. The State or an Agency Site reserve the right to elect any, all, or none of these options. **FAILURE TO PROVIDE PRICING FOR THE FOLLOWING OPTIONS MAY RESULT IN THE REJECTION OF YOUR BID RESPONSE.**

	Description	Hourly Rate
1)	Project Management	\$_____
2)	Installation	\$_____
3)	Asset Tagging	\$_____
4)	Training	\$_____
5 )	De-Installation	\$_____

**ATTACHMENT II      CERTIFICATION LETTER**

This is a facsimile of the certification letter from the Bidder stating that the initial requested installation is complete. This statement must also be signed by a representative of the State agency for whom the installation is being made. This letter should be on the Bidder's company letterhead. NOTE: This is NOT a letter of acceptance. Billing/payment does NOT begin at this point. This is the beginning of the 30-day Performance Period.

Date

\*\*Agency Contact\*\*  
State of Ohio  
\*\*Department\*\*  
\*\*Agency Address\*\*

Dear \*\*Mr./Ms. Agency Contact\*\*:

We hereby certify that our Hardware has been successfully and completely installed to the satisfaction of the Department of \*\*. This order was purchased from Bid Number \_\_\_\_\_ and purchase order number \_\_\_\_\_. We understand that a 30-day Performance Period commences from this date and that invoices cannot be processed until acceptance of the ordered item(s).

Sincerely,

\_\_\_\_\_  
Bidder Representative

\_\_\_\_\_  
Agency Representative

**ATTACHMENT III LETTER OF ACCEPTANCE**

This is a letter of acceptance. It should be reproduced on the participating Agency's letterhead. Beginning with the date this letter is signed, the warranty period will begin. This follows, and is in addition to, the certificate of successful installation (see Attachment II).

Date

\*\*Agency Contact\*\*  
State of Ohio  
\*\*Department\*\*  
\*\*Agency Address\*\*

Dear \*\*Mr./Ms. Agency Contact\*\*:

This letter precedes invoicing for the Contract cost for the Department of \*\*. This Hardware was ordered from Bid Number \_\_\_\_\_ and purchase order number \_\_\_\_\_. We attest to the fact that this Hardware has been successfully installed and tested. We hereby agree to accept this equipment.

Sincerely,

\_\_\_\_\_

Agency Representative

\_\_\_\_\_

Bidder Representative

**CONTRACTOR INDEX FOR IBM PRODUCTS  
VENDOR: COMPUTER PRODUCTS CORPORATION**

CONTRACTOR TERMS AND SHIPMENT

BID CONTRACT #: ACQ06001

31-1099225  
Computer Products Corporation  
2106 Florence Ave  
Cincinnati, Ohio 45206

SHIPMENT: 1-20 DAYS ARO

TERMS: Net 30 Days  
F.O.B. Destination

CONTRACTOR'S CONTACT: Paul Finn

Telephone: (513) 221-0600  
Fax: (614) 485-4848

WARRANTY MAINTENANCE CONTACT INFORMATION

Single phone number for service: 1-888-848-4426

NOTICE TO VENDOR: EFFECTIVE IMMEDIATELY - ALL INVOICES TO THE STATE OF OHIO MUST SHOW THE VENDOR'S E.I. TAX NUMBER. THIS CONTRACT SHOWS YOUR NUMBER AS PART OF THE ADDRESS AND IS ALSO YOUR CURRENT VENDOR NUMBER.

NOTICE TO INSTITUTIONS: YOUR PURCHASE ORDERS AGAINST THIS CONTRACT MUST INCLUDE THE VENDOR NUMBER AS SHOWN ABOVE.

Contract Number: ACQ06001-1  
Effective Date: 7/2/2007

Contract Items

Vendor OAKS ID: 0000050315  
Computer Products Corporation

OAKS Item Number	Description (60 character maximum)	Price	UOM	UNSPSC Code
000000000000000493	IBM 4247-003 Dot Matrix Printer w/1 year Warranty	\$2,452.85	ea	43212100
000000000000005989	10 Base T NIC ASCII	\$296.28	ea	43231500
000000000000008766	Project Management Services	\$5,107.00	ea	80101600
000000000000008765	Installation Services per 1036 units	\$147,113.00	ea	81111800
000000000000003961	Asset Tagging Services per per 1036 units	\$3,885.00	ea	80111600
000000000000003963	Training per 147 sites	\$2,355.00	ea	80101600
000000000000003962	De-Installation Services per 1027 units	\$8,667.00	ea	81110000
000000000000004720	Optional Maintenance Year One	\$680,931.72	ea	81111700
000000000000004721	Optional Maintenance Year Two	\$680,931.72	ea	81112200
000000000000009120	Optional Maintenance Year Three	\$680,931.72	ea	81112200
000000000000004722	Optional Maintenance Year Four	\$680,931.72	ea	81112200