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

MANDATORY USE CONTRACT FOR: Floor Maintenance Machines, Commercial

CONTRACT No.: RS904213 EFFECTIVE DATES: 06/28/13 to 05/31/15

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS904213 that opened on 05/12/13. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

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

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

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

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

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

Gail Harper, CPPB
gail.harper@das.ohio.gov

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

http://www.ohio.gov/procure

Minority Business Enterprise Award in accordance with ORC CH. 125.081

Signed: _____
Robert Blair, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

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

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this Bid is provided on page one (1) of the Bid. Through the indicated inquiry closure date, Bidders may visit the Procurement Services website to post Bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Procurement Services website and linked to the Bid Number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the Bid document is downloaded. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this Bid. Only Bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

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

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within thirty (30) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not provided as part of the Bid Response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the Bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any Contract and will be disregarded by the state of Ohio. Failure of the Bidder to furnish descriptive literature either as part of their Bid Response or within the time specified herein will deem the Bidder not responsive.

PRODUCT SAMPLES: The Bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not included as part of their Bid response, the Bidder will be required to provide the samples within seven (7) calendar days after notification. Failure to provide the samples within the stated time period will result in the Bidder being deemed not responsive. After award of the Contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will: determine the annual Lot Total for the contract year by multiplying Catalog List Price Per Each by Annual Estimated Quantity and adding the totals for the Lot Total. To calculate the Total Low Lot, the Lot Total will be multiplied by the discount % off catalog and that amount will be subtracted from the Lot Total to arrive at Total A; the Lot Total will also be multiplied by the discount % off quantity off purchase of multiple like items and that amount will be subtracted from the Lot Total to arrive at Total B. Both Total A and Total B will be added together to arrive at the Total Low Lot. The contract will be awarded to the lowest TOTAL LOW LOT, responsive and responsible bidder.

Bidder should bid all items. Failure to bid all items may deem the bid as non-responsive and no further consideration given.

SPECIFIED MANUFACTURER: Equal consideration will be given for all and any alternative manufacturers that are equal or exceeds product specifications. If it is ascertained that the alternative meets or exceeds the specifications, low cost will govern the award.

SPECIAL CONTRACT TERMS AND CONDITIONS

USAGE REPORTS: Every twelve (12) months the Contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Gail Harper.

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

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

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, https://cm.ohio.gov/. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

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

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

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

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

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this Contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors 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 which includes both state agencies and political subdivisions using this Contract.

The Contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. 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 Ohio Contract Management Remittance Report.

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share. If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

SUBCONTRACTING: The awarded Contractor shall be solely responsible for the Contract. Subcontracting by the Contractor shall not be permitted under this Contract.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any Contract awarded pursuant to this Bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in the Bid/Bid Response/Contract.

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this Bid will be shipped F.O.B. destination, freight prepaid. Shipment will be made as indicated on the purchase order.

INCURRED COSTS: The State is not liable for any costs incurred by the Bidder prior to issuance of a Contract.

AUTHORIZED DISTRIBUTOR OR MANUFACTURERS REPRESENTATIVE: Bidders responding to this Bid must be authorized distributors, dealers or representatives of manufacturers of the items Bid. Bidders may be required to submit proof of the above. If requested, Bidders will have seven (7) calendar days to provide proof of the relationship. If requested Bidders shall submit certification attesting that they are the manufacturer or an authorized dealer, distributor or manufacturer's representative of the products being Bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized employee of the manufacturer.

ELIGIBLE PRODUCTS: All products or machines offered shall be new and unused and in current production. Remanufactured or refurbished products are not a part of this Contract. All products or machines offered must conform to the Technical Specifications.

BID AUTOMOBILE LIABILITY CHECKLIST:
Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- [x] Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of $500,000.00.
- [ ] Goods/Services will be delivered via common carrier.
- [ ] No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

GENERAL SPECIFICATIONS

I. SCOPE

This Invitation to Bid (ITB) Contract is available for use to all state agencies and cooperative purchasing members. The purpose of this Bid is to make available for purchase new, unused commercial floor cleaning and maintenance machines that are currently in production. A general list of product categories to be purchased include; scrubbers, sweepers, floor machines, burnishers, upright vacuums, canister vacuums and carpet extractors. Remanufactured or refurbished products are not a part of this Contract. Each Bidder must submit with its Bid a current copy of its catalog and prices for government entities to use. Upon award, the catalog will become a part of the Contract.

II. REQUIREMENTS

The commercial floor maintenance machines furnished under this specification shall be the manufacturer's current in production model, standard industrial product, except for those modifications or changes required in the standard product in order to comply with the requirements of this specification. All accessories and components normally furnished with the standard product offered commercially shall be furnished with each unit.

III. WARRANTY

A. Terms

The Contractor must provide a manufacturer's warranty on floor maintenance machines against defective material, workmanship, and failure to perform in accordance with required criteria, for a period of not less than 12 months from date of acceptance, or the manufacturer's standard warranty period, whichever is greater. The Contractor also warrants all goods and services furnished hereunder will be free from liens and encumbrances. Replacement of all parts found defective including all labor, materials and transportation changes, if any, within the warranty period shall be made without cost to the State. In addition, the Bidder warrants the products are suitable for and will perform in accordance with the purpose for which they were intended. This warranty shall not cover adjustment, repair or parts replacement required because of purchaser's negligence, misuse, or machine alterations, unless otherwise covered by warranty.

B. Claims

The Contractor agrees to assist the purchaser in reaching a solution in a dispute over warranty terms with the manufacturer.

IV. GENERAL REQUIREMENTS

A. Equipment

Commodities procured under this specification shall not deviate from those originally contracted, without written approval from DAS Office of Procurement Services.

B. Manufacturer's Name and Approved Equivalents

Unless otherwise specified, any manufacturer's names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. The Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate with its Bid, comparability, including appropriate catalog materials, literature, specifications, test data, etc. For evaluation purposes only, any differentiation from model specified will be evaluated as equal in cost to the model specified. Bidding a higher cost because product exceeds specifications will not be considered in the evaluation.

V. GENERAL REQUIREMENTS

A. Discounts

The Contractor must specify on the price schedule pages if a discount is offered off its current catalog price. The Contractor's quantity discount for the purchase of multiple items must be listed on the price schedule pages.

GENERAL SPECIFICATIONS (Cont'd.)

B. Catalog

Each Contractor must submit a current floor maintenance equipment related catalog available to government entities. The Contractor must submit the catalog with its Bid in electronic format. The catalog must consist of a price list as originally published and in effect on the date of the Bid opening. Failure to submit a catalog shall result in rejection of the Bid. Catalog included with Bid should be inclusive of all products available under this Contract. Pricing should be List Price prior to any discounts. Any Discounts offered should be noted at the top of page 1 of the Catalog. Items must be consistent with the scope of this Contract. DAS reserves the right to reject any items being in its catalog.

Contractor may not add new product to the catalog at any time unless it is to replace an item that is being removed and is comparable with the same functionalities as the item being replaced. Any changes to the Catalog for price changes and/or addition/deletion of product, shall be submitted to DAS for approval prior to it being used by any agency. The Contractor shall not charge prices different than what is offered, or products not offered in the current catalog on record. Upon acceptance and approval by DAS, an amendment will be issued to notify all parties that a new catalog is in effect. All catalogs must be dated for reference purposes. New catalogs may be submitted no more than twice annually.

The Contractor is responsible for noting any items added, deleted, or price increased or decreased. This information shall be submitted in an Excel format that can be sorted and searched, unless otherwise agreed to by DAS.

The Contract prices will remain firm for the first six months. The price adjustment will only be effective on orders received after the price increase has been approved by DAS.

C. Compliance with laws and standards

All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

D. Commonly used Goods

It is important that the products submitted in the Contractor's catalog are commercial floor maintenance related equipment and accessories commonly used by public sector entities. Cleaning chemicals are not a part of this Contract.

E. Quantity Estimates

Estimated annual quantities are not guaranteed. The amounts listed on the price schedule pages are from previous known usage, however these may increase or decrease at any time. These quantities are used for evaluation purposes only.

PRICE SCHEDULE

OAKS ITEM # 25082

RELIABLE PRODUCTS AND SERVICES CATLOG LINK: Click here to view the price list.

LIST DISCOUNTS

1) Discount % Off Catalog Price 25%

2) Quantity discount % off the Purchase of multiple like items purchased on the same day 26%

BRAND SPECIFICATIONS

The links below contains the specifications for which any alternatives will be compared to for evaluation purposes. Any alternatives must be equal to or greater than the specifications listed for each item. Cleaning areas, motor speed, air pressure, solution capacity, etc. will all be considered in the evaluation of equivalent or better. DAS reserves the right to make the final determination of any item meeting or exceeding the specification.

An alternative is any brand of like equipment that meets or exceeds the specifications of the brand(s) listed herein.

Item 1-5680
Item 2-T5
Item 3-T3
Item 4-T1
Item 5-3610
Item 6-3640
Item 7-S8
Item 8 and 9-FM20-SS and DS
Item 10-BR2000-Dc
Item 11-V-WA-30
Item 12-V-HDU-14
Item 13-V-WA-26
Item 14 and 15-V-WD-15S and 16P
Item 16-EX-SPOT-2
Item 17-EX-SC-1020
Item 18-EX-SC-1020P
Item 19-1610
Item 20-R3
Item 21-614277

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: RS904213-1 (05/31/15)

Minority Business Enterprise (MBE)
0000197021
Reliable Products and Services
1150 W 8th Street, Suite 257
Cincinnati, OH 45206

TERMS: 1%, 15 Days, Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Daniel Hobbs

Telephone: (513) 502-9478
Toll Free: (800) 427-1704
FAX: (800) 427-1703
E-mail address: dhobbs@rpsohio.com

Preferred Method of Ordering: Email dhobbs@rpsohio.com