

# INVITATION TO BID

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

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <u>OT904917</u>	OPENING DATE (1:00 p.m.) <u>DECEMBER 19, 2016</u>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. MAC013	BID NOTICE DATE 11/25/16	CONTRACTOR'S E-MAIL ADDRESS	

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

E-Mail  Fax

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

PARTICIPATING AGENCY(IES): OHIO LOTTERY COMMISSION, 615 SUPERIOR AVENUE, CLEVELAND, OH 44113

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

## INSTANT LOTTERY GAME TICKET DISPENSERS

TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning 04/01/2017 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 03/31/2020 unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating agency.

INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.

By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.

INQUIRIES: All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, <http://procure.ohio.gov/>. Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.

	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE
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The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.



**SPECIAL CONTRACT TERMS AND CONDITIONS**

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

**DELIVERY AND ACCEPTANCE:** Supplies will be delivered to the participating agency or address it designates 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, noted on the purchase order issued by the participating agency, will be 4301 Perkins Ave, Cleveland, OH 44103. Only under extreme circumstances will the delivery location differ from the previously stated address. 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 shall submit, as part of their bid response, descriptive literature of the supplies or services being offered. The descriptive literature is to include the price list(s) in effect at the time of bid submission and upon which the bid response is based. The descriptive literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. 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 as part of their bid response may deem the bidder not responsive.

Subsequent to award of the contract, the Contractor shall furnish any participating agency with the exact descriptive literature and, if applicable, to include price lists submitted as part of the bid response. Requested literature and price lists must be provided to the requesting agency within ten (10) calendar days of the request. Furthermore, if a price increase is requested by the Contractor and granted by DAS during the term of the contract, the Contractor must submit the new price list to any participating agency within ten (10) calendar days. Failure to provide the price list and/or descriptive literature to any participating agency as stipulated herein will be considered as an event of default.

**PRODUCT SAMPLES:** The bidder(s) may be required to submit samples of the supplies being offered. The samples may 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 may be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period may 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.

The outside of shipping carton is to be clearly marked, "samples", with the bid number and the bid opening date.

If samples are to be returned, bidder must include a self-addressed return mailing label and sufficient postage for said samples. Failure to comply with the foregoing will result in the samples becoming the property of the state of Ohio. The samples of the successful bidder will be retained until the expiration of this contract.

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

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will evaluate this bid based upon the price schedule located on page 6. The bidders must include all shipping and freight cost in the price located in their price catalog that is submitted with this bid.

**CONTRACT AWARD:** A contract will be awarded to one responsive and responsible bidder per manufacturer with the highest discount off the catalog price. Where two or more bidders offer the same manufacturer, the contract will be awarded to the bidder offering the greatest discounts off of the catalog price submitted with the bid.

All Bid submissions must include a letter from the manufacturer, on manufacturer's letterhead, that the Bidder is authorized to represent the manufacturer in this Bid effort. The letter must guarantee that all requirements of this Bid will be supported by the manufacturer to include, at least as a minimum: delivery of product within the specified time frame and compliance with all Bid specifications. Failure to submit the letter with the ITB may deem your bid non-responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

**MINIMUM ORDER:** No order shall be placed against a contract awarded pursuant to this bid for less than twenty-five (\$25.00) dollars. The minimum dollar value of any order placed against a contract awarded pursuant to this bid for delivery FOB destination, transportation charges prepaid, at any one time to one destination, shall not be less than one hundred fifty (\$150.00) dollars.

**FIXED-PRICE WITH COST ADJUSTMENT:** The Contractor's catalog and/or price list submitted with the bid and included as part of the contract award will remain in effect during the first six (6) months of the Contract. Thereafter, there may be a new catalog and/or price list with additional items published. In this case it will be necessary for the Contractor to supply the Office of Procurement Services with one (1) copy of each as applicable. The State reserves the right to accept additional items which benefit the intent of this Contract and accept price increases which can be justified by the cost of finished supplies due to increases in the cost of raw materials, labor, freight, Worker's Compensation and/or Unemployment Insurance, etc. The discount awarded on the original Contract will not change. Detailed documentation to support any proposed price increase must be submitted to the Office of Procurement Services. Pricing contained in the new catalog and/or price list will become effective thirty (30) days after receipt of notice by the Office of Procurement Services. Thereafter, state agencies may obtain the new catalog and/or price list from the Contractor.

**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 State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Mike Eshelman at michael.eshelman@das.ohio.gov.

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

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

**DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):** Bidder shall list names of subcontractors who will be performing work under the Contract. If no subcontractors will be used to perform work under this Contract list "Not Applicable" below.

_____	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

**BID AUTOMOBILE LIABILITY CHECKLIST:**

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

- 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.

## SPECIFICATIONS AND REQUIREMENTS

### I. SCOPE

The purpose of this bid is to obtain a contractor(s) to provide instant lottery game tickets dispensers and any other lottery equipment, as specified herein, for purchase by the Ohio Lottery Commission. As indicated herein, all items are to be shipped F.O.B. destination, transportation charges prepaid, inside dock delivery.

### II. GENERAL REQUIREMENTS

Dispensers will be wall mounted, in-counter or counter dispensers.

#### A. In-Counter Ticket Dispenser

1. Dispensers are to hold multiple instant ticket games.
2. All hardware for mounting/installation must be included.
3. Dispensers are to have a continuous ticket feed.
4. Each ticket dispenser holds up to three hundred (300) tickets.
5. Ticket cutter/feeder, on front edge of tray, has rollers for smooth dispensing of tickets and can be replaced if broken without replacing the whole tray.
6. Mirrors and plastic front window are included.
7. Each unit includes two (2) pieces of tempered safety glass with a metal trim top.
8. Top piece of tempered safety glass and the plastic front window are removable for easy cleaning and replacement.
9. The bottom piece of tempered safety glass is sealed against leakage of liquids.
10. An adjustable surround, to adjust the unit to the desired height under the counter, is to be included.
11. The main body of the dispenser and removable tray are constructed of durable transparent plastic.
12. Each removable tray is individually locked.

#### B. Counter Top Ticket Dispenser

1. Modules are to be made of injection molded clear polycarbonate, approximately .125 MIL thick.
2. Each dispenser is to be equipped with a lockable door.
3. The door is to be equipped with a rib located at each side of the lock to prevent tickets from engaging locks and to intersect with the top of the box to simplify loading.
4. The ticket tear bar is to be molded as part of the clear door and rollers are provided to keep center tension on the ticket.
5. UHMW tape is applied to the dispensing surface to prevent damage to the ticket's latex area.
6. A cam action lock is used to secure the door.
7. The unit is designed to make it possible to stack five (5) units high without placing the center gravity behind the bottom unit.
8. All units are designed to lock and snap together.
9. One (1) lockable slide unit is provided in every pack of two (2) dispensers for mounting the dispensers on the counter.

#### C. Wall Mounted Ticket Dispenser

1. Outer cover fabricated of 3/16" clear plastic with two (2) retaining strips for easy placement.
2. One bolt action lock with two (2) keys, located on the end of the cover and secured through a slot in the ticket feed strip.
3. Dispenser sides, bottom and front fabricated of transparent plastic.
4. Ticket feed strip is located at the bottom and fabricated from transparent plastic.
5. Injection molded ticket tightener cutting edge mounted on the feed strip.
6. Tape and screws are to be supplied for mounting purposes.
7. Operating and loading instructions are to be included for each unit.

#### D. Miscellaneous Requirements For All Other Catalog Equipment

1. Operating and loading instruction are to be included with each item.
2. All units are to be made in the U.S.A.
3. All cartons are to be labeled for quantity and contents.
4. Packing lists are to accompany each shipment.
5. Factory seconds, refurbished, or used equipment shall not be accepted.

SPECIFICATIONS AND REQUIREMENTS (continued)E. PRE-PRODUCTION SAMPLES

The contractor is to provide an acceptable pre-production sample within thirty (30) days of receipt of the purchase order. Pre-production samples are to be sent to and from the Ohio Lottery Commission using an appropriate delivery service. The contractor is responsible for charges both ways and shall include these shipping charges in their bid price.

F. PACKAGING

Large orders must be shrink-wrapped and on pallets not to exceed a height of six (6) feet, and double-stacked skids not to exceed a height of seven (7) feet.

G. WARRANTY SERVICE

The contractor will be responsible for all expenses incurred for pick up and return, or transportation and or service calls, for repair of any of the equipment, thereof, awarded as a result of this bid while said equipment is under warranty.

Upon expiration of the standard warranty, the contractor(s) may negotiate a continued maintenance contract with the using agency in accordance with State Purchasing regulations.

III. CONTRACTOR REQUIREMENTS

It shall be the successful contractor(s) responsibility to supply the literature (catalogs), price lists and warranty (identical to the one submitted with the bid to State Purchasing) after notification of award as follows:

Five (5) copies to:

Ms. Irene Pagonis  
Ohio Lottery Commission  
615 Superior Avenue NW  
Cleveland, OH 44113

**PRICE SCHEDULE**

Bidders Name: \_\_\_\_\_  
 (As on front page of bid)

Manufacturer: \_\_\_\_\_

Indicate the percent discount from list price from the most current manufacturer's published price list, F.O.B. prepaid destination for all categories listed below. Complete the following:

- Percent Discount From List Price If total order is under \$10,000.00 \_\_\_\_\_ %
- Percent Discount From List Price If total order is between \$10,000.01 - \$60,000.00\*\* \_\_\_\_\_ %
- Percent Discount From List Price If total order is between \$60,000.01 - \$100,000.00 \_\_\_\_\_ %
- Percent Discount From List Price If total order is Over \$100,000.01 \_\_\_\_\_ %
- Percent Discount From List Price For Replacement Parts \_\_\_\_\_ %

Indicate and Identify the location and date of the manufacturer's most current published price list:

\_\_\_\_\_

Average Annual Spend Estimated Around \$800,000.00

\*CONTAINS RECYCLED MATERIALS - Y/N: \_\_\_\_\_. IF YES \_\_\_\_\_ %.

**\*PRICE ALLOCATION**

Labor Cost	Administrative Costs	Raw Materials	Transaction Costs	Other (Explain)	Total-Must equal 100%
%	%	%	%	%	%

\* Will not be a part of the evaluation

\*\* To be used as evaluation criteria