

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 RS903715	OPENING DATE (1:00 p.m.) December 01, 2014	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. GDC161	BID NOTICE DATE 11/05/2014	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: Building Security Access Equipment and Installation TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>01/01/15</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>12/31/18</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating 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, www.procure.ohio.gov . Click "Find it Fast," select "Doc/Bid/Schedule#" in Step 1, enter the Bid Number in Step 2, click "Find it Fast." The "Submit Inquiry" button is at the bottom 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

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 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.

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.

SITE VISIT: Prior to submitting their bid response, the bidder should visit the agency(ies) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the bid. The bidder must contact each facility to schedule an appointment. To schedule an appointment, please contact Benjamin Casuccio at 614-466-5528. Once a contract is awarded, failure of the bidder to have requested a site visit to become familiar with the facility and requirements of the bid will be insufficient reason to support any request to be released from the contract.

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 (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 as part of their bid response will deem the bidder not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will add together the bidder's two specific building quotes, the bidder's hourly rate multiplied by 50 hours and \$25,000 discounted by the bidder's discount rate to calculate the low lot total for the bid.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Failure to bid all items may result in the bidder being deemed not responsive.

FIXED-PRICE WITH WAGE ADJUSTMENTS: No price adjustment will be granted during the first twelve (12) months duration of the contract. Thereafter, should changes be approved to the Federal Minimum Wage Rates, Federal Mandatory Health Care Programs, Workers' Compensation and/or Unemployment Insurance rates and/or transportation costs, the Contractor may petition DAS to increase the contract price(s). If approved by DAS, the Contractor will only be entitled to the exact amount of the increase as approved in the respective program. DAS will not agree to any increase that is retroactive to the start date of the Contract or is within the above stated time period that prices may not be adjusted. The Contractor must give DAS a minimum of thirty-(30) calendar days notice prior to the effective date of the increase. The petition must be accompanied by documentary evidence to fully support the request (e.g. Federal Minimum Wage Scales, tariff schedules, etc.). If approved the increase will become effective on the date set forth in the request and will remain in effect for the duration of the Contract. Approval of said increase is at the sole discretion of DAS. No petition for increase will be considered for adjustments that occurred prior to the effective date of the Contract.

FIXED-PRICE WITH COST ADJUSTMENT: During the life of the contract, there may be a new catalog published and/or price list thereto. In this event, it will be necessary for the Contractor to supply the Office of Procurement Services with one (1) copy of each as applicable. 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.

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.

SPECIAL TERMS AND CONDITIONS

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
Office of Finance
30 E. Broad Street, 40th Floor
Columbus, OH 43215

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.

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
Office of Finance
30 E. Broad Street, 40th Floor
Columbus, OH 43215

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.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE OF WORK:

The State of Ohio, Department of Administrative Services (DAS), is soliciting bids for a Contractor to provide building security access equipment and installation/integration services. The initial expected use of the contract will be for building security access equipment only for the James A. Rhodes State Office Tower and the Vern Riffe Center for Government & the Arts in Columbus, Ohio, as described in this ITB. The on-going use of the contract will consist of the selected Contractor's complete catalog of building security access equipment and installation/integration services.

II. JAMES A. RHODES STATE OFFICE TOWER SPECIFICATIONS:

- A. The building has three separated banks of pedestrian elevators each requiring turnstile type secured access.
- B. Each elevator bank opening requiring secured access is 170" wide.
- C. Each turnstile bank will consist of three 24"-26" lanes and one 36" lane (handicap access), for a total of four lanes.

III. VERN RIFFE CENTER FOR GOVERNMENT & THE ARTS SPECIFICATIONS:

- A. The building has four separated banks of pedestrian elevators each requiring turnstile type secured access.
- B. Each elevator bank opening requiring secured access is 121" wide.
- C. Each turnstile bank will consist of two 24"-26" lanes and one 36" lane (handicap access), for a total of three lanes.

IV. GENERAL SPECIFICATIONS FOR BOTH BUILDINGS II AND III ABOVE:

- A. Equipment only, no installation/integration hardware or services required.
- B. DAS will provide all required installation/integration hardware and services including the turnstile proximity readers.
- C. DAS will provide all electrical, remodeling and building system integration services.
- D. The Contractor must provide detailed installation, wiring and control system instructions to DAS.
- E. All turnstile lanes must provide bi-directional access.
- F. All turnstile banks must be capable of local supervisory control as well as centralized supervisory control.
- G. All turnstile banks must be capable of integration with existing fire alarm systems to provide unobstructed egress from the secured area upon an alarm.
- H. All turnstiles must have sensors capable of detecting illegal access such as crawling, jumping and tailgating.
- I. All turnstile banks must be capable of pedestrian rates of at least 1000 persons per hour.
- J. All turnstiles must be optical barrier type and indicate acceptance, both audible and visual, upon the presentation of a valid badge/id card.
- K. DAS will integrate the turnstile banks into its existing Pro-Watch security access software and utilize its existing badge/id Cards.
- L. Turnstile cabinet floor space should be approximately 12"W x 50"L with a height of approximately 39".

V. CONTRACTOR'S CATALOG AND INSTALLATION/INTEGRATION SERVICES:

The Contractor's catalog and hourly rates for installation/integration services will be used for all purchases under this Contract. Agency pricing will be based on the catalog pricing discounted by the percentage provided on the Price Schedule of this ITB. Hourly rates for installation/integration services will not be discounted. Some structural and/or remodeling costs associated with an installation/integration project may not be covered under this Contract and will be the responsibility of the Agency.

- A. The Bidder must submit with its bid an electronic copy of its full product catalog for building security access equipment including pricing, warranties (standard and optional extended) and part numbers.

SPECIFICATIONS AND REQUIREMENTS

- B. The Bidder must submit, with its bid, a list of all job classifications and hourly rates for all services that can be performed under this Contract including, but not limited to, installation, integration, maintenance, emergency repairs etc. The hourly rates provided will be for services provided between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. The contracted hourly rate for services provided outside the 7:00 a.m. to 5:00 p.m. Monday through Friday window and State of Ohio holidays will be 1.5 times the provided rates. Additional job classifications may not be added to the Contract after award.
- C. The Bidder must submit, with its bid, the itemized, detailed quotes for the James A. Rhodes State Office Tower and Vern Riffe Center for Government & the Arts based on the specifications in this ITB.
- D. The Bidder's quotes must directly reconcile with their catalog and the percentage discount rate provided on the Bid Price Page.
- E. The Bidder must submit, with its bid, copies of product literature supporting the two quotes above.

VI. PRICE SCHEDULE PAGE:

The Bidder must complete the Price Schedule accordingly:

- A. Enter the total quote bid price for the two buildings identified in this ITB in the appropriate spaces.
- B. Enter the average hourly rate across all job classifications on the bidder's submitted list. The average is the sum of all submitted hourly rates divided by the number of submitted hourly rates. The bid evaluation will use 50 hours of services at this rate in the calculation of the total bid amount.
- C. Enter the percentage discount rate off the submitted catalog pricing. The bid evaluation will use the bid discount rate applied to \$25,000.00 of miscellaneous parts in the calculation of the total bid amount.

VII. PRE-AWARD CONTRACTOR QUALIFICATION DOCUMENTATION:

Bidders may be asked to provide documentation to support the following Contractor Qualifications prior to award:

- A. A corporate profile indicating that the bidder has provided similar products and services, as specified in this bid, for a minimum of three (3) years.
- B. Three references including: company name, address, telephone number, and name of person to contact, for whom the bidder has provided similar products and services within the past five years.
- C. A letter providing a description of the companies staffing profile including customer service personnel.
- D. A letter documenting that the company has the capacity to provide its products to the whole State of Ohio, including expected delivery times for products, and repair (warranty and emergency) response times.
- E. A copy of any standard Service Level Agreements (SLAs) that the company uses.

PRICE SCHEDULE

The following submitted prices will be used to evaluate the bid to determine Contract award. Once the Contract is awarded, the selected Contractor's pricing catalog, hourly rates by job classification and catalog discount percentage will be used for purchases under the Contract. All submitted pricing must be supported by the documentation requested in this ITB. Failure to submit pricing or supporting documentation may result in the bidder being deemed not responsive.

LOCATION	ITEM DESCRIPTION	ESTIMATED QUANTITY	BID PRICE OR PERCENTAGE
James A. Rhodes State Office Tower	Hardware only for three four-lane turnstile banks as defined in this ITB	3 Turnstile Banks	\$
Vern Riffe Center for Government & the Arts	Hardware only for four three-lane turnstile banks as defined in this ITB	4 Turnstile Banks	\$
Any Location	Average Hourly Rate For All Job Classifications Submitted	50 hours	\$ /hour
Any Location	Discount Percentage Off Catalog Pricing	\$25,000.00	%

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.