

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 RS902114	OPENING DATE (1:00 p.m.) May 21, 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. MAC018	BID NOTICE DATE April 30, 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 this contract will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. ____%, ____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.			
MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: OFFICE AND CLASSROOM RELATED SUPPLIES AND ACCESSORIES			
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>08/01/14</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>07/31/17</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.			
INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.			
Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure . All questions should be submitted a minimum of two (2) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)		DATE

The ORIGINAL signed Bid must be submitted to the Office of 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.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICAN): [Not applicable to "Excepted Products"]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____(State) Canada Mexico (Go to B-1)
 Other: (Specify Country)_____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy American Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

_____ (Item) _____ (Country of Origin)

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A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):



- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio.
 Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state.
 Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

D. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT: Contractor certifies that Contractor is a "business entity" as that term is defined in O.R.C. Section 145.037. See SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS Independent Contractor Acknowledgement.

Bidder is defined as a business entity Yes No

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 within 1-3 business 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.

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.

BID CONFERENCE: A bid conference will be held on 05/08/14 at 4200 Surface Rd, Columbus, OH 43228 to discuss the requirements of the bid. The conference will commence promptly at 10:00 AM, barring an unforeseen circumstance that results in a delay of the conference. Attendance will be taken. The State will not be responsible to a bidder for their failure to obtain information discussed during the bid conference due to their failure to attend and/or arriving after the conference has convened.

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 price list(s) 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 evaluation will be based on the market basket of 363 items listed in Link A of the Price Schedule. The State will evaluate the market basket items by taking the estimated annual usage multiplied by the bidder's unit cost. The extended cost for each market basket item will be summed together to get a low lot total. The bidder(s) with the lowest total will be considered for award. Bidders must bid all 363 line items to be considered for an award. Failure to bid all 363 line items will deem the bidder as not responsive.

While not part of the evaluation, all remaining Office and Classroom Related Supplies offered shall be the most favored pricing available as DAS will make the sole determination of accepting and rejecting any item being offered in that section.

CONTRACT AWARD: The contract will be awarded to one (1) or more bidders determined to be responsive and responsible bidder(s) and most advantageous to the State. Failure to bid all items in Link A will result in the bidder being deemed not responsive.

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 in an excel spreadsheet with the necessary information required by DAS. New catalogs can only be introduced at the beginning of each quarter throughout the calendar year, and will not be accepted until DAS has approved the new pricelist and it is implemented into the Ohio Marketplace eCatalog.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS

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
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.

USAGE REPORTS: Every three (3) months, in conjunction with the quarterly sales report above, the contractor must submit a report (written or on disk or via email in Excel format) 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 current DAS Contract Analyst at the time of the report.

SPECIAL CONTRACT TERMS AND CONDITIONS

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.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

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.

E-COMMERCE PLATFORM: Ohio has entered into an agreement with SciQuest, Inc. whereby SciQuest, Inc. will provide certain electronic catalog hosting and management services to enable State customers to access an online site to view, shop, procure, and pay for goods and services available from existing statewide contracts. It is the intent of the Department of Administrative Services to use the following components with any and all contract award(s) resulting from this bid. The online site is referred to as the Ohio Marketplace, and is comprised of two components:

eCatalog

The Ohio Marketplace (OMP) eCatalog is a comprehensive web-based requisitioning and order delivery solution backed by automated invoice and payment processing (including payment cards) for those goods and services available on existing DAS contracts and those offered by required state resources (i.e., Ohio Penal Industries, Community Rehabilitation Program, etc.) The OMP eCatalog tool is similar to major online eCommerce shopping catalogs and provides a convenient and efficient searching and purchasing experience.

eInvoice

The Ohio Marketplace (OMP) eInvoice is a tool that enables automated processing of the capture, management and payment of invoices for purchase orders processed through the Ohio Marketplace eCatalog. Invoice data files can be transmitted electronically from the supplier to SciQuest, Inc., or suppliers can enter invoice data through the SciQuest Supplier Portal. The eInvoice and Supplier Portal data is integrated with the State's automated financial system.

Specifications

I. Scope:

This bid is issued to provide Office and Classroom Related Supplies and Accessories to all State Agencies, State institutions of higher education, and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services. To qualify to use this Contract the political subdivision must be currently enrolled in DAS Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with DAS Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements.

II. General Requirements:

- A. **PAYMENT CARD:** State of Ohio agency orders totaling \$ 2,500.00 or less for materials and supplies subject to this contract may be paid for by state of Ohio Purchasing Card (P-Card). State of Ohio agency orders totaling greater than \$ 2,500.00 will be paid by issuance of state warrant or Electronic Funds Transfer. This clause applies for state of Ohio agencies only.
- B. **PROCUREMENT FROM COMMUNITY REHABILITATION PROGRAMS (CRP):** Certain office supplies listed by category in the specifications are provided by CRP's, or their agents, that employ Ohioans with work-limiting disabilities. These supplies, as well as other products and services, are available to purchasers as administered by the Office of Procurement from Community Rehabilitation Programs (OPCRP) (established in Ohio Revised Code Sections 125.60 through 125.6012). It is the intent to use this contract and the awarded contractor to direct and guide certain state of Ohio purchasers as defined in Section 125.60 (B) of the Ohio Revised Code in compliance with their responsibility in accordance with the above Ohio Revised Code provisions. The awarded contractors' agrees to work with DAS to identify items offered by the contractor on this contract. The contractor agrees to restrict those items from purchase by state of Ohio purchasers as identified in Section 125.60 (B) of the Ohio Revised Code. In addition the awarded contractor agrees to establish an online message to inform purchasers identified in Section 125.60 of the Ohio Revised Code of the appropriate method of purchase in accordance with the their responsibilities under the Ohio Revised Code provisions above. The contractor is prohibited from offering, to purchasers as identified in Section 125.60 (B) of the Ohio Revised Code, products from other sources that are substantially similar to products offered by the CRP's or their agents. State of Ohio purchasers as defined in Section 125.60 (B) of the Ohio Revised Code must obtain a waiver from the Office of Procurement from Community Rehabilitation Programs to procure items available from CRP's or their agents through other sources, including this contract.
- C. **PROCUREMENT FROM OPI:** State agencies are required to purchase certain items through the Ohio Penal Industries (OPI). State agencies must obtain a waiver from OPI to procure items that are available from this source, from this contract.
- D. **ITEMS EXCLUDED FROM THIS CONTRACT:** The following items or groups of items are specifically excluded from this contract and are not to be offered to state agencies by the contractor under this contract. Excluded items include, but are not necessarily limited to the following:

Any item or group of items for which a current state of Ohio term contract exists including but not limited to the following:

- 1. Alkaline Batteries and Flashlights which are provided by state of Ohio DAS contract Index Number GDC048 and GDC702.
- 2. Computers, personal computers, computer hardware, peripherals, all software except keyboards and mouse devices.
- 3. Printers, copiers, scanners, and single or multi-function printing devices
- 4. Telecommunications equipment including phones, cellular phones, certain headsets and other telecommunications equipment, except those authorized by DAS State Purchasing
- 5. Record storage boxes of the type offered state users by Ohio Penal Industries (OPI)
- 6. Office panels or paneling systems
- 7. Office furniture, including conference, folding, outdoor, occasional, computer, coffee, other type tables; lateral Files, vertical files, multi-purpose files, pedestals, filing cabinets, computer workstations, freestanding and wall mounted coat racks, desk chairs, guest and side chairs, stools, stackable chairs, desks, credenzas and hutches.
- 8. Paper products consisting of the following or similar items; toilet tissue, paper towels, paper napkins, paper or plastic plates cups, tableware which are provided under GDC148

Specifications (cont.)

9. Food and/or coffee service items of any kind
10. Certain Cleaning, janitorial and housekeeping supplies except those authorized by DAS State Purchasing

The contractor shall take necessary action to prohibit the offering and ordering of any types of item(s) listed above to state agencies. Failure to implement shall be considered a contract violation.

III. Contractors Requirements:

- A. Contractor will make available on this contract all their catalog items except for the items defined in Section II letter D. above. Certain items may not be purchased against this contract due to Ohio laws. Items needing to be blocked or unblocked for any specific reason will come at the sole discretion of the DAS. All requests must be submitted in writing specifying the item number and reason for the request. Any items being blocked or unblocked must be done no later than 48 hours from the time of the request. Any items being blocked or unblocked will be reconciled in a quarterly amendment.
- B. Pricing for products offered are not to exceed supplier's retail pricing.
- C. Contractor will provide inside and desktop delivery as required by the purchaser at no additional charge.
- D. Supplier's Interface with the Ohio Marketplace eCatalog:

Currently, the majority of State of Ohio agencies, and those political subdivisions properly registered with the DAS Cooperative Purchasing Program that choose to use this cooperative contract, access the contract via an online portal accessible through the contract on the State Procurement website to place their orders for office supplies. In addition to this procurement method, ten cabinet agencies currently access a punchout catalog offered within an online tool that is referred to as the Ohio Marketplace. Onboarding efforts for the State's remaining cabinet agencies and Board and Commissions are estimated to continue over the next 8 months. The State's timing to onboard political subdivisions is still being discussed and is expected to follow the onboarding of the Boards and Commissions.

To be eligible for contract award, the Supplier must agree to cooperate with DAS and SciQuest, Inc. (and any authorized agent or successor entity to SciQuest, Inc.) in the event DAS selects this statewide contract to be exhibited in the Ohio Marketplace eCatalog. At a minimum, the Supplier agrees to the following:

1. Supplier agrees, upon DAS' written request, to deliver within thirty (30) days' of such request a hosted catalog. Supplier will cooperate with DAS and SciQuest, Inc. to create a schedule to enable the integration of the Supplier's statewide contract offering into the Ohio Marketplace eCatalog within this thirty (30) day time period.
2. Supplier will join the SciQuest, Inc. Supplier Network (SQSN) and will use the SciQuest Supplier Portal to extract the Supplier's catalog and pricing, upload products, pricing and images into the SciQuest system, and view reports on catalog spend and product/pricing freshness. Currently the Supplier can receive orders through electronic delivery or through low-tech options such as e-mail and fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 919-659-2152.
3. Supplier will support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by GS1 US when they send notification to the State regarding the upgraded version and are usually upgraded on average once per year. The State of Ohio reserves the right to migrate to future versions of the UNSPSC and the Supplier will be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC. All line items must be identified to the 6th digit as detailed UNSPSC level indicates by segment, family, and class. More information about the UNSPSC is available at: <http://www.unspsc.org> and <http://www.unspsc.org/faqs#How> .
4. DAS has determined a hosted catalog will be utilized in the Ohio Marketplace and must be strictly limited to the Supplier's awarded contract offering (e.g. products and/or services not authorized through the resulting statewide contract shall not be viewable by User Agencies).
5. Hosted Catalog. By providing a hosted catalog, the Supplier is providing a list of its approved products/services and pricing in an electronic data file in a format acceptable to SciQuest, Inc., such as Tab Delimited Text files. In this scenario, the Supplier must submit updated electronic data from time to time to DAS to maintain the most up-to-date version of its product/service offering under the statewide contract in the Ohio Marketplace eCatalog.

Specifications (cont.)

6. The Supplier agrees to meet the following requirements when providing a hosted catalog:
 - a) It is the responsibility of the supplier to submit and maintain a catalog that contains all items that are contracted.
 - b) It is the responsibility of the supplier to submit and maintain a catalog that contains accurate prices for all items, accurate prices are those that comply with the prices listed in the contract.
 - c) Supplier is not to charge sales tax.
 - d) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Supplier is authorized to provide in accordance with the statewide contract.
 - e) The accuracy of the catalog must be maintained by Supplier throughout the duration of the statewide contract between the Supplier and DAS.
 - f) The catalog must include a State-specific contract identification number.
 - g) The catalog must include detailed product line item descriptions.
 - h) The catalog must include pictures when possible.
 - i) The catalog must include any additional DAS content requirements.
 7. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by DAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions as defined in the Fixed Price with Cost Adjustment clause listed on page 3.
 8. Supplier must be able to accept Purchase Orders via fax, cXML or EDI INT AS 12.
 9. Supplier agrees that DAS controls which contracts appear in the Ohio Marketplace eCatalog and that DAS may elect at any time to remove any Supplier's offering from in the Ohio Marketplace eCatalog.
- E. For the term of the contract the awarded contractors shall maintain two separate ordering systems.
1. The first will be the hosted file as described in III. D. above. The hosted file will be set up for existing State Agencies that already utilize the Ohio Marketplace eCatalog. This file will be through the eCatalog platform via Sciquest.
 2. The second will be the contractors' electronic online web-based catalog for State Agencies and Political Subdivisions that do not currently utilize the Ohio Marketplace eCatalog system. The contractors online web-based catalog must be able to process payment cards and orders. It will have to have a username and password for end users to utilize when they log in. The contractor must have the capability to set the end users up with view only access or full ordering rights to the web-based catalog. Web-based catalog must also have pictures of items in the catalog, a search engine tool to quickly search for items, customer item # or SKU #, manufacturer number for each item, description of each item, specifications or technical data of each item, unit of measure of the item, and contracted price for each item. The site must be able to add and delete products 48 hours. The state will continue throughout the contract to merge more state agencies from the contractors' electronic online web-based catalog over to the Ohio Marketplace eCatalog.
- F. **CONTRACTORS SUGGESTION OF SUBSTANTIALLY SIMILAR LOWER COST ITEMS:** For orders placed by all persons using the contractors' electronic online web-based catalog, contractor shall on their electronic online web-based catalog provide purchasers the option to purchase lower cost items which are on this contract and which are substantially similar to the item or items the purchaser has selected. A substantially similar item is defined as an item which meets the same form, fit and function and which has the same or similar specifications, packaging and/or unit of measure as the item ordered by the purchaser. State of Ohio purchasers will be informed by online message that a substantially similar item exists on the contract at a lower price point than the item they have selected, provided the description and pricing information on the substantially similar lower cost item and offered the option to purchase the substantially similar lower cost item in lieu of the item initially selected. This functionality applies for all items covered by this contract.

Specifications (cont.)

- G. CONTRACTOR'S DUTY TO PROVIDE INFORMATION: At any time during and within forty-five (45) days after the expiration or cancellation of this contract, Contractor agrees to provide information regarding the activities, operation and execution of this contract at the written request of State Purchasing. Said information may include but is not limited to names, addresses, contact information, shipment and volume information for agencies, institutions, state boards or commissions, political subdivisions and/or any other entity which is or has ordered supplies using this contract. Contractor agrees to provide such information as requested within a reasonable amount of time, but not to exceed seven (7) calendar days.
- H. CONTRACTOR'S CONTACTS: Contractor must provide the names of the individual employee(s) that will be responsible for the following areas to support this Contract. If not provided at the time of bid opening, successful offeror(s) must provide prior to contract award.

Account Manager: _____

Customer Service: _____

Online Account Set Up: _____

Technical Support: _____

Other: _____

Price Schedule

Inserted below is Link A and it contains 363 market basket items that are mandatory items to be bid. The evaluation will be based on the annual usage multiplied by the unit cost for all 363 items. The extended cost for each market basket item will be summed together to get a low lot total.

Insert unit costs in the price sheets in the following link below labeled Link A and print paper copies to submit with your bid response. If there are any discrepancies between the prices submitted in the bid response and the electronic pricelist, the prices in the bid response will be the price used for the evaluation and contract award. In addition, all Office and Classroom Related Supplies and Equipment to be offered must be submitted on a compact disc (CD) in an excel file providing the information listed below. The total annual usage for all office supplies for the past 12 months may be located in the link below labeled Link B. All pricing shall be the most favored pricing available as DAS will make the sole determination of accepting and rejecting any item being offered in this section.

- a. Customer Item # or SKU #
- b. Manufacturer Item #
- c. Manufacturer
- d. Item Description
- e. Unit of Measure (UOM)
- f. List Price
- g. Contract Price
- h. Master Category Description
- i. Sub-Category Description

Link A **Mandatory Bid Items**

Link B **Annual Usage**