

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 OT904313	OPENING DATE (1:00 p.m.) MARCH 1, 2013	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. GDC156	BID NOTICE DATE FEBRUARY 13, 2013	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			
ADDENDUM FOR CHANGE ADDENDUM NO.: 1 REVISION DATE: 02/12/13			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR: FIRST CLASS MAIL PRESORT SERVICES FOR LETTERS AND FLATS UP TO 13 OUNCES			
Attached are pages 3, 4 and 9 to this Invitation to Bid. Remove the corresponding pages from the existing bid and replace with the attached.			
As indicated herein this addendum is issued to update the Evaluation and Award clauses and Bid Price Page to reflect an evaluation and award by Category instead of lot total.			

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.

SPECIAL CONDITIONS: The Director, Department of Administrative Services reserves the right to bid large or unusual requirements, for items that may be a part of the awarded Contract, under a separate Bid.

ESTABLISHED BUSINESS: To be considered responsive, the Bidder must, at the time of Bid submission be an established business firm with all required licenses, bonds, facilities, equipment and trained personnel necessary to perform the work in this Bid. Documented Proof may be required upon request by the Office of Procurement Services.

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.

* EVALUATION: Bids will be evaluated in accordance with Article 1-5 of the "Instructions to Bidders." In addition, the State will: multiply the Estimated Annual Volume of each item in each Category by the bid price to get an estimated annual total for that item. The sum of all items in a Category will provide an estimated annual Contract cost for that Category. The estimated annual Contract cost for a Category will be used for Contract award. Failure to bid all items in a Category may result in the Bidder being deemed as not responsive. A Bidder may Bid on Category 1 or Category 2 or both.

* CONTRACT AWARD: This Contract will be awarded by Category to the lowest responsive and responsible Bidder by estimated annual Contract cost for each Category. A Bidder may be awarded Category 1 or Category 2 or both.

CONTRACT RENEWAL: This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed twenty-four (24) months unless DAS determines that additional renewal time is necessary.

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

ESCALATOR CLAUSE: During the life of an awarded Contract, changes may occur in postage rates that are applied by the U. S. Postal Service that may substantially increase the expenses of the Contractor. In such cases, the Contractor, upon thirty (30) days prior written notice, may petition the Office of Procurement Services for the exact amount of the increase, provided the Contractor first submits documentary evidence to fully support the claim. If approved, any increase will become effective for the remaining life of the awarded Contract. Approval of said increase is subject to the sole discretion of the Director, Department of Administrative Services. Additionally, no petitions for escalation of any ensuing Contract shall be considered, unless documentation is submitted showing the increase occurred after the opening date of this bid.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The quoted cost must be inclusive of all fees, charges, and surcharges. All pick-up and disposal services rendered must be shipped F.O.B. destination, freight prepaid. The Contract prices(s) will remain firm for the first twelve (12) months duration of the Contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the Contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

* Indicates an update to the Evaluation and Award clauses to reflect an evaluation and award by Category instead of lot total.

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Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease.

For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions". The Price Increase Table on the Bid Price Page will be used to determine the price adjustments to the price per pound pricing for the Contractor.

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

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: Contract OT904313 Analyst.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and Contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and Contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or Contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

EXECUTIVE ORDER 2011-12K: (Governing the Expenditure of Public Funds on Offshore Services) The Contractor must affirm to have read and understand Executive Order 2011-12K must abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract. The Contractor must complete and include with its Bid response the Standard Affirmation and Disclosure Form:

http://procure.ohio.gov/pdf/EO201112K/EO201112K_Announcement.pdf

* Indicates page reformatting due to additional text on previous page.

BID PRICE PAGE:

*** Category 1 - Letters up to 3 Ounces**

LETTERS: COST PER PIECE UP TO 3 OUNCES	
OAKS ITEM ID.: 8645	
First Class Presort Mail (Letters) up to 3 ounces Presorted at the Automated 3 digit Rate Estimated Annual Volume = 72,000,000 pieces.	\$ per pc.

*** Category 2 - Flats up to 13 ounces**

FLATS: COST PER PIECE UP TO 13 OUNCES	
OAKS ITEM ID.: 16565	
First Class Presort Mail (Flats) up to 13 ounces Presorted at the Automated 3 digit Rate Estimated Annual Volume = 1,200,000 pieces.	\$ per pc.
OAKS ITEM ID.: TBD	
Move Update Service (Flats) Estimated Annual Volume = 300,000	\$ per pc.

* A Bidder may Bid on Category 1 or Category 2 or both. Award will be made by Category.

All Bid prices must be in U.S. dollars. Only three digits are allowed to the right of the decimal. Any additional digits will be ignored.

The price quoted for handling next day first class presort mail must also include handling same day presort mail metered at the automated 3 digit presort rate.

The Contractor must presort 100% of mail processed for delivery to the U.S. Post Office and must meet the current U.S. Postal Services presort discounted price structure as established by the U.S. Postal Service authorities. Any postage cost incurred due to residual mail must be the responsibility of the Contractor to pay.

The cost per piece price must include the total costs to provide mail services as described herein including residual mail costs (with the exception of permit mailing), transportation costs, personnel costs, fringe benefits, direct costs, overhead, profit, insurance, and any other costs relative to providing services under this Bid.

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