

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 RS903613	OPENING DATE (1:00 p.m.) MAY 8, 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. GDC157	BID NOTICE DATE APRIL 23, 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			
<p><u>PARTICIPATING AGENCY(IES):</u> 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.</p>			
ADDENDUM FOR CHANGE ADDENDUM NO.: 1 REVISION DATE: 04/22/13			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:			
Floor Maintenance Machines, Commercial			
Attached are pages 1, 4-10 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 notify of Opening Date change; notify prices are fixed for six (6) months; remove duplicate language; clarify language and repaginate			

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 RS903613	OPENING DATE (1:00 p.m.) 05/08/13	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. GDC157	BID NOTICE DATE 04/03/13	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): 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:

Floor Maintenance Machines, Commercial

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 06/01/13 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 05/31/15 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 09/2012, 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 five (5) 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.

SPECIAL CONTRACT TERMS AND CONDITIONS

* **MINORITY SET ASIDE**

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

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

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

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

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

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

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

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

* Removed MBE language not pertinent to this ITB. This is still an MBE Set-Aside Bid.

SPECIAL CONTRACT TERMS AND CONDITIONS

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

The Contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report.

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

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

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

* **NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS**

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

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

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

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

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

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

* **EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES**

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.

*Removed duplicate language found in Standard Terms and Conditions and repaginated.

GENERAL SPECIFICATIONS

I. SCOPE

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

II. REQUIREMENTS

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

III. WARRANTY

A. Terms

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

B. Claims

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

IV. GENERAL REQUIREMENTS

A. Equipment

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

B. Manufacturer's Name and Approved Equivalents

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

V. GENERAL REQUIREMENTS

A. Discounts

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

*updated language from "2" to "multiple" and repaginated.

GENERAL SPECIFICATIONS (Cont'd.)**B. Catalog**

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

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

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

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

C. Compliance with laws and standards

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

D. Commonly used Goods

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

E. Quantity Estimates

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

*Updated language and repaginated.

PRICE SCHEDULE
(Page 1 of 3)

** Items shown are for evaluation purposes only. Bid prices should reflect catalog price without a discount applied. Discount to be applied is on page 3 of this Price Schedule.

CATEGORY	TENNANT BRAND & PART NUMBER	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	*IF OFFERING AN APPROVED EQUIVALENT, LIST BRAND & MODEL #	BID PRICE PER EACH
Scrubber	M5680-700C	Model 5680 Walk Behind Auto Scrubber 28" (700mm) Cylindrical Standard Machine	29		\$
Scrubber	9002559	Model T5 Walk Behind Auto Scrubber 24" (600mm) Standard Machine. Disk Model	15		\$
Scrubber	9003577	Model T3 Walk Behind Auto Scrubber 17" Standard Machine.	8		\$
Scrubber	N/A	Model Speed Scrub	1		\$
Scrubber	N/A	Model T1	1		\$
Sweeper	614214	Model 3610 Battery Powered Vacuum /Walk behind Sweeper	2		\$
Sweeper	80452	Model 3640 Walk behind Sweeper 32" (813mm) sweeping path with one side brush, 40" (1016mm) sweeping path with dual side brush (optional)	1		\$
Sweeper	9001400	Model S8 Automatic Sweeper PAC 28" (711mm) cleaning path with front side brush	1		\$
Floor Machine	N/A	Model FM-20-SS	1		\$
Floor Machine	N/A	Model FM-20-DS	1		\$
Burnisher	N/A	BR-2000-DC	7		\$
Upright Vacuums	1068029	Model V-WA-30 30" Dual Motor Wide Area Upright Vacuum	2		\$

*Bidder must provide documentation to support alternate meets or exceeds item shown. Low cost will govern the award. Bidder must Bid all items. Failure to Bid all items will result in the Bidder being deemed not responsive.

**Language added to clarify that prices bid should be catalog price without discount applied and repaginated.

PRICE SCHEDULE
(Page 2 of 3)

** Items shown are for evaluation purposes only. Bid prices should reflect catalog price without a discount applied. Discount to be applied is on page 3 of this Price Schedule.

CATEGORY	TENNANT BRAND & PART NUMBER	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	*IF OFFERING AN APPROVED EQUIVALENT, LIST BRAND & MODEL #	BID PRICE PER EACH
Upright Vacuum	9007462	Model V-HDU-14 14" Heavy Duty Upright Vacuum	2		\$
Upright Vacuum	9007457	Model V-WD-WA-26 26" Dual Motor Wide Area Upright Vacuum	1		\$
Canister Vacuum	9007473	Model V-WD-16P 16 Gal. Wet/Dry Vacuum	5		\$
Canister Vacuum	9008703	Model V-WD-15S 15 Gallon Wet/Dry Vacuum w/26" Front Mount Squeegee Kit	5		\$
Carpet Extractor	9007502	Model EX-SPOT-2 Carpet Spotter	5		\$
Carpet Extractor	9007486	Model EX-SC-1020 Self Contained Extractor	11		\$
Carpet Extractor	9007480	Model EX-SC-1020P Self-Contained Forward Push Extractor	1		\$
Carpet Extractor	9000500	Model 1610 - 22" Dual Technology Carpet Cleaner	1		\$
Carpet Extractor	9004192-H	Model R3 Cord Electric 5-Gal. ReadySpace® Interim Carpet Cleaner	1		\$
Carpet Extractor	614277	Blower - Three-Speed Air Mover, SIN 375-135	3		\$

*Bidder must provide documentation to support alternate meets or exceeds item shown. Low cost will govern the award. Bidder must Bid all items. Failure to Bid all items will result in the Bidder being deemed not responsive.

**Language added to clarify that prices bid should be catalog price without discount applied and repaginated.

PRICE SCHEDULE
(Page 3 of 3)

LIST DISCOUNTS

- 1) Discount % Off Catalog Price _____%
- * 2) Quantity discount % off the Purchase of multiple items purchased on the same day _____%
(For evaluation purposes only, a quantity of 2 will be used)

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will: determine the annual Lot Total for the contract year by multiplying Bid Price Per Each by Annual Estimated Quantity and adding the totals for the Lot Total. To calculate the Total Low Lot, the Lot Total will be multiplied by the discount % off catalog and that amount will be subtracted from the Lot Total to arrive at Total A; the Lot Total will also be multiplied by the discount % off quantity off purchase of 2 or more and that amount will be subtracted from the Lot Total to arrive at Total B. Both Total A and Total B will be added together to arrive at the Total Low Lot. The contract will be awarded to the lowest TOTAL LOW LOT, responsive and responsible bidder.

EXAMPLE:

All 22 products multiplied by the discount(s) to arrive at the LOT TOTAL.

Evaluation: LOT TOTAL X discount % off catalog; then subtract that amount from the original LOT TOTAL, the difference equals Total A.

plus

LOT TOTAL X discount % off quantity off purchase of 2 or more; then subtract that amount from the original LOT TOTAL, the difference equals Total B.

equals

TOTAL LOW LOT

*Updated language for multiple items and indicate a value of 2 will be used for evaluation purposes only, and repaginated.