

INVITATION TO BID

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

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|--|--|--|-----------------------------|
| The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award. | | BIDDER NAME | |
| BID NUMBER OT904415 | OPENING DATE (1:00 p.m.) December 19, 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 | | CITY | STATE ZIP |
| Attn: Bid Desk | | COUNTY | MBE/EDGE CERTIFICATE NUMBER |
| REQ./INDEX NO. DDD011 | | TELEPHONE NO. () | TOLL FREE NO. 1 - () |
| BID NOTICE DATE 11/20/14 | | CONTACT PERSON | FAX NO. () |
| | | 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>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.</p> | | | |
| <p>ADDENDUM FOR CHANGE ADDENDUM NO.: 1 REVISION DATE: 12/03/14</p> | | | |
| <p>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:</p> <p>PREVENTIVE EQUIPMENT MAINTENANCE - KITCHEN EQUIPMENT (FREEZERS, REFRIGERATORS AND ICE MAKERS)</p> | | | |
| <p>Attached are pages 1 and 3 to this Invitation to Bid. Remove the corresponding pages from the existing bid and replace with the attached.</p> | | | |
| <p>As indicated herein this addendum is issued to extend the opening date from 12/17/14 to 12/19/14, extend the available appointment dates for the site visit through December 12, 2014 and, to correct the contact telephone number for Mark Jones to 216-285-9802.</p> | | | |

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| MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. | | | |
| THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: | | | |
| *Indicates change. PREVENTIVE EQUIPMENT MAINTENANCE - KITCHEN EQUIPMENT (FREEZERS, REFRIGERATORS AND ICE MAKERS) | | | |
| 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>01/01/2015</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>0/31/2017</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 CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT904315 effective upon award.

SITE VISIT: A mandatory site visit for the visual evaluation of the required bid tasks and familiarization of the facilities is required prior to submitting a bid. Failure to visit a site prior to bidding will deem your bid as not responsive. Available appointment dates are available as follows: Monday December 1, 2014 through Friday December 12, 2014*. To gain access bidders must call Mark Jones at 216-285-9802** no less than twenty four (24) hours in advance of the visit for an appointment.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will determine the low lot total price of the bid by multiplying the Cost Per Month times the number of months per year (12) to arrive at an annual cost.

MATERIAL SAFETY DATA SHEET: The Contractor shall provide a Material Safety Data Sheet (MSDS) for any hazardous chemical that he brings onto the facility property for the performance of this contract. The MSDS shall verify the Contractor's compliance with OSHA Hazard Communications Standard 29 CFR 1910.1200. The MSDS shall be given to the facility contact person prior to use of the hazardous chemical on the facility property.

FIXED-PRICE WITH IN-SERVICE COST ADJUSTMENTS: The Contractor agrees to adjust the total monthly charges for any decrease/increase in the number of systems to be serviced due to resident program changes and/or building destruction/construction programs for the duration of the Contract. All adjustments will be in accordance with the Contract.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: 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 their 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.

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".

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: Office of Procurement Services, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: MRO Unit.

* reflects the extension of the site visit period through December 12, 2014.

** reflects the correct telephone number listing for Mark Jones to 216-285-9802.