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: RS904315 / OPENING DATE (1:00 p.m.): 02/04/15	STREET ADDRESS ☐ Check if remit address is different and list on separate sheet
	CITY / STATE / ZIP
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk	COUNTY / MBE/EDGE CERTIFICATE NUMBER
	TELEPHONE NO. ( ) / TOLL FREE NO. 1 - ( )
	CONTACT PERSON / FAX NO. ( )
REQ./INDEX NO. MAC009 / BID NOTICE DATE 01/02/15	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.

ADDENDUM FOR CHANGE
ADDENDUM NO.: 1
REVISION DATE: 01/16/15

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:

COST-PER-COPY SERVICES

Attached are pages 1, 4 and 11 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 extend the opening date from 2/4/15 to 2/9/15; and, to clarify the Contract Award paragraph and Section V. Submission of Invoices paragraph.

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BID NUMBER: RS904315 — OPENING DATE (1:00 p.m.): *02/09/15	STREET ADDRESS ☐ Check if remit address is different and list on separate sheet
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THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, OFFICE OF STATE PRINTING, IS SOLICITING BIDS FOR:

COST-PER-COPY SERVICES

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 03/01/15 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 02/28/17 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 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

*Indicates Change.

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

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, SOT
30 E. Broad Street
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, SOT
30 E. Broad Street
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.

AUTHORIZED STOCKING DISTRIBUTOR: For consideration for any awards, all bidders responding to this bid must be stocking distributors of the manufacturer(s) whose product(s) they are quoting. Bidders shall submit, with their bid, a letterhead statement from the manufacturer attesting to this compliance element. Bidders who fail to submit the manufacturer's letterhead statement with the bid may be deemed non-responsive and no further consideration for award shall be given.

***EVALUATION**: Bids will be evaluated in accordance with Article I-17 of the "Instructions, Terms and Conditions for Bidding". For evaluation purposes in each category the three (3) and five (5) year cost-per-copy price including the cost of the required accessories will be added together to determine a bid total. The State may accept the three lowest totals in each category.

***CONTRACT AWARD**: A maximum of three (3) awards will be made in each category to the lowest responsive and responsible Bidder(s). Failure to bid all required accessories in a category may result in the Bidder being deemed not responsive. To be considered for award, a Bidder must offer a printer/copier device and the required accessories for each category quoted, and must quote on networked version in that category for the three (3) and five (5) year rental term. Where two or more Bidders offer the same brand name for a category, the contract will be awarded to the Bidder offering the lowest combined three (3) year and five (5) year cost-per-copy price including required accessories for that brand. Bidders may quote one or more categories. Only one (1) manufacturer's brand may be awarded per category.

MINORITY BUSINESS ENTERPISE (MBE): The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. In accordance with Section 125.081 of the Revised Code, state agencies, boards and commissions are committed to directing a portion of their total spend on this Contract to MBE businesses. This ITB contains an embedded sheltered solicitation requiring Bidders to seek and set aside a portion of the Work to be exclusively performed by Ohio certified MBE businesses. Specifically, if offered, the Managed Print Services Work listed in the accessory/option portion on the price page must be performed by a certified MBE business subcontractor selected by the Bidder as a result of Bidder's sheltered solicitation.

*Indicates Change.

SPECIFICATIONS (Cont'd.)

Q. The Contractor shall provide an Operator Training Program that is in-person and on-site for the key operators and an operations demonstration for the casual users at each site of placement. Contractor shall also provide training for the customer's personnel designated on the MOU as responsible for Meter Reads. All training must be scheduled at mutually agreeable times for the initial installation and as-needed thereafter. Key operators shall be trained in the removal of simple mis-feeds, how to order supplies and toner, and the cleaning guidelines required of the specific machines. They should also be instructed on the routine necessary to schedule service and be provided with a list of phone numbers to call and people to reach for both routine maintenance and in emergency situations.

R. The maximum service response time, for on-site maintenance is the maximum time before a certified factory-trained technician appears on-site and is fully prepared to effect all of the necessary repairs. For Categories 1-23, that response time shall not exceed four (4) hours from the time that the Department and/or agency and/or Co-op member places the call to the Contractor's repair office. For Categories 24-32, that response time shall be not later than the next business day. The service times will be associated with normal State working hours and follow the State holiday schedule.

S. The Contractor shall be responsible for collecting actual meter reads from each copier/printer site and reporting them quarterly. Reporting of quarterly minimums will not be acceptable. Standard meter reading procedures will be acceptable for this Contract (E-mail, Web, Phone). All networked units should utilize Auto Meter Read, if available. The first placement month shall only include charges for actual copies made, and should be included in the first quarter's billing.

T. The Contractor shall be responsible for the distribution of supplies to each copier/printer location to ensure adequate amounts of supplies are always on hand for individual locations.

U. Although the units and accessories will be installed on the state agency and/or Co-op member's premises, the state agency and/or Co-op member shall be relieved from risk of loss or damage during the period of transportation, installation, and during the entire time the equipment is in the possession of the state agency and/or Co-op member (except when loss or damage is due to fault or negligence by the state agency and/or Co-op member). If damage or loss occurs to the installed equipment caused by negligence or willful act by the state agency and/or Co-op member, reimbursement will be made as follows:

1. The Contractor shall submit an invoice and a written damage or loss evaluation/claim to the state agency and/or Cooperative Purchasing Program member's Purchasing Department.
2. If the damaged equipment can be repaired, the Contractor will invoice the state agency and/or Cooperative Purchasing Program member at the Contractor's lowest current price rates for parts and labor.
3. If a machine needs to be replaced, the state agency and/or Cooperative Purchasing Program member's Purchasing Department will negotiate with the Contractor to arrive at the depreciated value of the replaced unit.

*V. Submission of Invoices shall be as follows:

1. All invoices must show the beginning and ending meter read; and total copies printed during the invoicing period.
2. The billing period will be based on the state's FY quarters as follows:
   July 1 – September 30
   October 1 – December 31
   January 1 – March 31
   April 1 – June 30
3. While the machines are set up with a monthly minimum, the invoices are based on a quarterly total. If a customer has a machine for all three (3) months of the quarter, their minimum payment is the monthly charge multiplied by three (3). Any copies made beyond the quarterly minimum are billed as overages at the unit cost-per-copy charge.
4. Invoices must be received by State Printing not later than the 10th working day of the month following the quarter.
5. All invoices must show the placement code number.
6. All invoices must show the unit cost and total cost.
7. All invoices for state agency customers shall bill to and be sent electronically to State Printing. If an invoice is returned to the vendor for corrections, a revised date on the invoice is required when it is resubmitted for approval.
8. The first placement month shall only include charges for actual copies made, and should be included in the first quarter's billing.
9. Bill to: State Printing for state agency users; direct to Co-op members (except for Co-op members that haverequested assistance from State Printing and for whom State Printing has placed the order).
10. Contract Number must be listed on each invoice.
11. Contractor must use invoicing format to be provided by State Printing.
12. Pro-rating on invoices is not allowed.
13. Machine cannot be billed after the 36 or 60 month rental term.
14. All meter reads on invoices must be labeled clearly whether it is an automated read or a manual read. i.e. "A" for automated or "M" for manual
15. If incorrect invoices are a continuous problem then a Complaint To Vendor (CTV) may be filed against the Contractor.

*Indicates Change.