STATE OF OHIO

Department of Administrative Services
General Services Division
State Printing & Mail Services

PRESSWORK SHALL NOT BE SUBCONTRACTED UNDER THIS CONTRACT

INVITATION TO BID FOR: Printing Term Contract, Category 121, Cut and Commercial Size Paper, Category III

BID NUMBER: PR1405

BID NOTICE DATE: July 25, 2013

OPENING DATE: August 07, 2013 (BIDS CAN ONLY BE SUBMITTED ONLINE, VISIT http://apps.das.ohio.gov/aqs/viewJobLayout.aspx, FOR INSTRUCTIONS).

INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDING, STANDARD CONTRACT TERMS AND CONDITIONS, SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS AND ADDITIONAL SPECIFICATIONS Revised 10-1-07, are a part of this Invitation to Bid. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.

Any questions or clarifications regarding this Invitation to Bid (ITB) should be directed to State Printing & Mail Services at (614)-752-0370 or e-mail: joe.piccione@das.ohio.gov or (614)-752-0060, mike.ruehrmund@das.ohio.gov.

TERM OF CONTRACT: 9/1/2013 to 8/31/2015

SPECIFICATIONS AND PRICING

1. DESCRIPTION: The purpose of this Invitation to Bid (ITB) is to obtain a contractor to provide cut and commercial size paper for use by the Ohio Department of Administrative Services (DAS).

2. AWARD: There will be one low lot total award per Section to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein**. All items within each Section must be bid or the contractor's bid will be disqualified for that Section. Each Section has been issued under separate bids see item 8, Classifications for each bid number. The fourteen (14) Sections will be merged into one contract after award to contract SPR-121.** The State of Ohio will determine the lowest responsive and responsible bidder by applying the proposed unit price next to the evaluation unit of production which are estimations to produce two year's requirements under this contract. Quantities listed herein are to be considered as estimates only. The state does not obligate itself, or any using agency, to purchase the full amount of the quantities listed. The state's requirements may exceed the quantities shown and the successful bidder shall be required to furnish all items as shown on the purchase order issued during the effective period of this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time. **Usage figures were not available for all items listed within this Invitation to Bid (ITB). Where estimated usage is not available, (25,000) shall be used for evaluation purposes. An "(*)" in the estimated usage area indicates the estimated usage is not available.** The state reserves the right to reject any offer that contains prices for individual items of production that are inconsistent or unrealistic in regard to other prices in the same bid. Discounts offered contingent upon being awarded two or more contracts will not be considered in evaluation and determination of the lowest responsive and responsible bidder. Any contract which results from this ITB will be subject to all terms and conditions of the "Printing Contract Terms and Conditions for the State of Ohio", included in this ITB.

3. TRANSPORTATION CHARGES: All items ordered from a contract awarded pursuant to this ITB shall be shipped F.O.B. destination, freight prepaid. Shipment shall be made to any state agency or any State Printing Copy Center.

4. PLACEMENT OF ORDERS: Orders for any items listed in a contract awarded pursuant to this ITB will be placed directly with the successful contractor(s) by DAS, State Printing only. Orders placed directly to the contractor(s) from any other agencies shall not be honored. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract. Acceptance of orders by the contractor from any agency other than DAS, State Printing may result in immediate cancellation of the contract.

5. AWARD: It is the intent of the state to make one (1) award for each category of paper. Bid evaluation and award are subject to Sections 125.31 through 125.76 of the Ohio Revised Code and Administrative Code, Chapter 125:5-1. The contract shall be awarded to

the lowest responsive and responsible bidder who meets or exceeds the specifications. Unless otherwise stated, the contracts may be awarded by item or as a whole, at the discretion of DAS. All bids for paper shall be evaluated in accordance with the following procedures:

a) To determine the overall base price, the price per ream, pound and/or sheets shall be multiplied by the estimated usage figures as indicated.

b) The product being offered shall be evaluated to determine compliance with specifications.

c) The bidder shall be evaluated to determine their ability to locally stock papers (i.e. quantity, sizes, colors) and overall ability of the bidder and supplying mill to meet the obligations (i.e. trucking, packaging and related services) set forth in the bid and ensuing contract.

6. MILL SWATCH BOOKS: Upon evaluation of all bids received, the lowest responsive and responsible bidder(s) shall be notified by DAS to submit a mill swatch book for each type of paper offered. Swatch books if requested shall be submitted to DAS within two (2) working days after notification. Failure to submit swatch books will result in the bid being found to be not responsive and given no further consideration for award. The swatch book will be used in the bid evaluation to determine if paper being offered meets all required specifications for that category on this contract. Failure to provide mill swatch books as specified may result in the bidder being deemed as not-responsive. Awarded, contractors shall provide 16 swatch books for each approved contract paper for use by State Printing Procurement and State Printing Copy Centers.

7. LOCAL STOCKING RECOMMENDATION: All bidders shall have a local warehouse (within Ohio) for stocking purposes. Cut (business sheets) and commercial size (portfolio sheets) shall be locally stocked (on the floor).

8. ORDERS AND SHIPMENTS: DAS, State Printing will determine the approximate amount and type of paper to be used for completion of the particular printing requirement. An order will then be placed with the successful contractor(s) for shipment to a specified agency or state satellite copy center location. Delivery locations resulting from one-time bids will be indicated on the order and shall be honored by the successful contractor(s). Most locations shall be located within the State of Ohio however, there may be occasional out of state shipments.

9. PLACEMENT OF ORDERS: Orders for any items listed in this contract will be placed directly with the contractor(s) by DAS, State Printing only. Contractor acceptance of orders from other than State Printing may result in contract termination for the contractor involved. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

10. DELIVERY SCHEDULES: All locally stocked paper (cut and commercial size sheets) shall be delivered within three (3) working days after receipt of order for Categories I - XIII. Delivery for items in Category XIV shall be ten working days after receipt of order. When requested on the order, there shall be inside delivery. Failure to provide delivery of items, in accordance with the aforementioned, may result in product being procured in the open market and/or cancellation of the contract. The cost of acquiring a substitute item shall be paid by the contractor.

Shipment shall be made to any state agency, state satellite copy center and the Ohio Prison Industries (OPI).

<u>EMERGENCY DELIVERY FOR PAPER CONTRACTS:</u> The successful vendor may be required to provide “same–day delivery” or delivery within twenty-four (24) hours for locally stocked items. Emergency shipments made from the supplying mill directly to the delivery destination may be subject to freight charges. Any such charge shall be indicated to the ordering agency at the time of order placement. These charges shall be verified by a freight bill or other certified shipping document and indicated on the invoice as a separate item. Emergency shipments of locally stocked items may be requested for delivery to locations outside of Franklin County and may be subject to freight charges. Emergency shipments within Franklin County shall be made at no additional delivery charge to the state. Also, DAS reserves the right to utilize “Will Call” for some emergency needs (same day pick-up by the State).

11. SPOT DECREASES ON PAPER CONTRACTS: Where any item(s) ordered from the contract can be obtained by the contractor at a lower cost than indicated on the contract, the decrease shall be passed on to the state. This spot decrease may result from special spot pricing or temporary market price decreases. Such decreases shall be indicated to the ordering agency and listed on the respective invoice. Failure to “pass-on” known spot decreases shall result in the contractor reimbursing the state for the dollar difference between the contract price and the amount of decrease, and also may result in cancellation of the contract. Spot decreases shall apply on a “per order” basis and shall not be applicable to similar future orders unless the decrease continues to be offered by the supplying mill.

12. DISCONTINUED PAPER STOCK: Contractors shall notify DAS, State Printing immediately should any item on this contract be discontinued. In the event of paper stock being discontinued, the contractor may not substitute alternate stock without the permission of The State Printing Administrator.

13. SCOPE OF CONTRACT: The various sizes, weights and finishes of paper listed in this Invitation to Bid represents the paper which will ordinary be used by DAS to execute the various printing contracts. The paper shall also be utilized to execute various printing requirements set forth by state agencies, satellite print shops and any one-time printing bid on which the state intends to furnish paper.

14. CLASSIFICATIONS: The specifications within this Invitation to Bid cover the following categories of paper which shall be stocked by the contractor:

1. CATEGORY I – Premium #1 White 24# Laser Print (Virgin Stock) **PR 1403**
2. CATEGORY II - #1 Xerographic Dual Purpose 20# Bond (Recycled and virgin Stock) **PR 1404**

3. CATEGORY III - Chipboard, Non-Bending - Printer Grade 22 Pt. Gray (Recycled Stock) **PR 1405**
4. CATEGORY IV - No. 2 Offset Uncoated Sheets (Recycled Stock) **PR 1406**
5. CATEGORY V - No. 2 White Gloss Coated Text and Cover Weights, Sheets (Recycled Stock) **PR 1407**
6. CATEGORY VI - 24# - White 25% Cotton Fiber Watermarked Bond **PR 1408**
7. CATEGORY VII - No. 1 White Matte Coated Text and Cover weights, sheets (Recycled Stock) **PR 1409**
8. CATEGORY VIII – Index, Vellum Bristol and Tag sheets (Recycled Stock) **PR 1410**
9. CATEGORY IX - No. 1 Opaque Text and Cover Sheets (Recycled Stock) **PR 1411**
10. CATEGORY X - Parchment Imitation Finish Text and Cover Sheets – (Recycled Stock) **PR 1412**
11. CATEGORY XI – Pressure Sensitive 60# Label Sheets **PR 1413**
12. CATEGORY XII - Carbonless Paper Sheets and Sets **PR 1414**
13. CATEGORY XIII – Docucopy Copier Tabs Series 1000 **PR 1415**
14. CATEGORY XIV – Perforated Paper **PR 1416**

15. RETURN OF PAPER: Whenever any paper is to be returned, the following procedure shall apply:

A. Any paper(s) to be returned shall be full cartons, or skids. When mutually agreed, unopened packages may be returned, however, must be in original sealed contractor or mill wrappers.

Any item(s) to be returned shall be in the same condition as when originally delivered to the contract printer. Notification of return of any item(s) shall be completed within forty-five (45) days after the completion date of the printing.

B. The state will advise the paper contractor as to the amount and location of the item(s) to be returned. Locally stocked items shall be picked up by the paper contractor within two (2) weeks and will not be subject to additional freight or handling charges. The ordering agency will attempt to coordinate the pick-ups with the regular scheduled delivery days set forth by the paper contractor.

16. **PACKAGING**:

A. Any paper items ordered from the ensuing contract shall be packaged in accordance with mill specifications and in accordance with standards of the paper industry. The paper contractor(s) shall be responsible for any damage resulting from improper packaging of the paper. Any sheet stock ordered from the contract shall be 1) ream marked on skids, 2) packed in cartons or 3) carton packed on pallets. Standard mill packing schedules will apply.

B. Labels for all types, cartons and skids shall be marked with pertinent information describing the contents of the package, i.e. quantity, sheet size, basis weight of paper, gross and net shipping weights, brand name, width, etc. In addition, the label shall show the job number, requisition number, and agency name. This information will be provided at time of order placement.

17. **DAMAGE**: Any paper stock delivered under this ensuing contract that has visible damage at time of delivery shall be examined and noted by the consignee and reported to the ordering agency. Upon notification by the ordering agency, the paper contractor shall replace the damaged stock immediately, and at no additional cost to the state. Paper that has latent or hidden damage, shall be reported to the ordering agency and upon notification of the damage, the paper contractor shall make the necessary arrangements for replacement of said damaged stock. Neither the state nor the paper contractor shall be held liable for any additional costs or replacement of paper incurred by the printer when damaged paper is used, unless prior approval to use such damaged paper has been granted by the state and/or the paper vendor. Furthermore, the successful paper contractor shall supply DAS and OPI, in writing, on the necessary procedures to follow concerning the return of damaged paper.

18. **SPECIFICATION CATALOG**: Contractor(s) shall submit printed/published mill catalogs that include, but is not limited to, standard sizes and weights, packing schedules, sheet size tolerances, machine trims, roll packing, overruns and underruns, and any other information needed for placement of paper orders.

19. **REQUIREMENTS:**

A. Material

1. Recycled paper specification as follows:

a. Recycled Paper: For the purpose of this Invitation to Bid, recycled paper shall be waste paper as defined by the U.S. E.P.A.'s Guideline for Federal Procurement of Paper Products Containing Recovered Materials, 40 CFR 247.

b. Waste Paper: Includes both post-consumer recovered materials and pre-consumer items as defined herein and as stipulated in RCRA Section 6002. Mill broke is specifically excluded from the definition of recovered materials because it is waste generated before completion of the paper making process.

c. Post-Consumer Recovered Materials: Items which have been recovered after passing through their end usage as a consumer item, such as old magazines, newspapers, used corrugated containers, and office waste.

d. Pre-Consumer Waste: These would include manufacturing wastes like paper and paperboard

waste generated after completion of the paper making process (i.e. cutting and trimming) and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; box, bag, and carton manufacturing wastes; and butt rolls, mill wrappers and rejected unused stock; and finished paper and paperboard from obsolete inventories of paper and paper-board manufacturers, merchants, wholesalers, dealers, printers, converters and other.

e. Additional Colors: Additional colors requested on pricing schedule are classified as those colors for which an additional charge is incurred due to the high color hue and the paper.

2. Applicable Documents:

a. The latest revisions of the following shall apply:

1. Resources Conservation and Recovery Act (RCRA) Section 6002
2. U.S. E.P.A.'s Guideline for Federal Procurement of Paper and Paper Products Containing Recovered Materials.

3. Requirements:

a. Material: Material of construction shall contain recycled paper as defined herein, either with the combination of virgin sulphite bond and/or ground wood or exclusively made of recycled content.

b. Percentage of Recycled Paper Content: All types of paper stipulated herein, shall be manufactured with a recycled content of not less than 50% recovered materials, including 10% post-consumer materials. There shall be no excessive dirt or lint(per CPO/JCP specifications).

c. Physical Properties: The bursting strength, tear and moisture content shall be as equal to each items virgin counterparts or as much as possible. Opacity and brightness properties shall be as stipulated herein.

d. Laser Print Bond: All laser bond paper shall be of twenty-four pound white virgin sulphite bond paper with no ground wood with Shetfield of 50 or lower.

e. Bond 25% Cotton Fiber, White 24# specifications as follows: Shall be of twenty four pound white sulphite bond paper with no ground wood. No blended bonds shall be accepted.

20. ADDITIONAL REQUIREMENTS:

A. SIZING: All grades of paper shall have proper amounts of sizing chemicals to take different inks, and toners, as applicable, without feathering or ink penetration to the other side.

B. FINISH: All grades of paper shall have smooth finish, as standard to the industry, to maintain compatibility with the appropriate equipment. Smoothness shall be within given range in JCP and GPO specifications.

C. LINT CONTROL: All bond type paper shall essentially be lint free. Any grade having lint problems may be rejected by the using agency and shall be immediately replaced by the vendor at no additional cost. The contract may be subjected to cancellation, if repeated lint problems occur.

D. MOISTURE CONTENT: Multi- purpose and laser printer papers shall have proper amounts of moisture content to minimize excessive curling of paper in machines resulting in a machine jam. Multi-purpose grades shall be compatible with high speed Xerox machines.

E. SIZE AND TRIM: Paper shall be furnished in sheets of the size(s) ordered and shall be flat, trimmed square on four (4) sides with smooth edges. The sheets shall not be undersize nor oversize more than 1/16" in either direction.

F. MARKING: In additional to any special labeling requirements requested by the agency, all shipments shall be properly labeled and identified as to their contents, job number, agency code and document number.

G. WORKMANSHIP: All types of paper listed in this shall be manufactured according to the standards of the industry. Paper shall be free from pinholes, slime spots, excessive lint, and foreign particles.

H. COUNT: Mill count on business cut sizes (500 perfect text sheets to the ream) and commercial portfolio cut sizes (carton packed as per industry standards) shall be accurate for all grades of paper. Mill weight for web rolls (packed as per industry standards) shall be accurate for all grades of paper.

Verification of count may be requested by the ordering agency and deliveries may be rejected for incorrect count. Sheet counts for chipboard shall be listed on the carton or bundle, respectively to the industry's standards.

21. CERTIFICATION/DOCUMENTATION:

A. Each bidder shall submit with their bid a manufacturer's letter attesting to the availability of all item(s) bid for the duration of the contract and extensions.

B. To ensure continuous product availability, the State of Ohio is allowing the use of more than one manufacturer. The quality of the product furnished by any manufacturer must meet or exceed all bid specifications as stated herein and offered at the same bid price. Bidders listing multiple manufacturers shall submit a manufacturer's letter from each manufacturer attesting to the availability of all items bid for the duration of the contract and any extension.

C. Each bidder shall submit with their bid response a technical data sheet detailing all physical properties of product/item bid.

22. TERM CONTRACT FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The Term Contract price(s) will remain firm for the first Three (3) 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 for 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, worker's 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 the provisions of Article 6, "Contract Terms and Conditions".

23. SCHEDULE OF PRICES: The following evaluation units of production are estimations to produce two (2) year's requirements under this contract. These units do not constitute, nor are they to be construed as a guarantee of the volume of work which may be ordered for a like period of time. Bidders shall not insert a unit cost more than three (3) digits after the decimal point. Digit(s) beyond three (3), after the decimal point, shall be dropped by DAS, State Printing and not used in evaluation and any subsequent award. Any corrections or changes made to the figures in the unit price column of the bid shall be initialed or the bid may be determined to be not responsive. **Failure to bid all items in a category will disqualify your bid for that category.**

CATEGORY III

Chipboard, Non-Bending - Printer Grade 24 Pt. Gray (Recycled Stock)

1. MFG. NAME:_____ BRAND NAME: _____

2. Estimated usage figures for Category III are in bundles and are indicated immediately below the pricing line for each item within the parenthesis ( ). For those items that the usage is unknown, the state will use ten (10) as the usage number to evaluate that item. Those items are indicated with an (*).

PROVIDE BID PRICES PER BUNDLE.

ITEMS 1,2 DESCRIPTION	PRICE PER BUNDLE
8-1/2" X 11"	$_____ (83)
11" X 17"	$_____ (*)

3. PROVIDE SHEETS PER BUNDLE

8-1/2" X 11"_____

11" x 17" _____

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