Resolution No. 0786-11 November 08, 2011

Resolution authorizing two Countywide Contracts for Printing Papers and Supplies.

(Purchasing) **(Est Amt. $168,000.00)**

WHEREAS, competitive sealed bids were received and opened by the Franklin County Purchasing Department on June 13, 2011; and

WHEREAS, after review and evaluation by the Franklin Purchasing Department it was determined that Ariva Distribution Inc., and Sterling Paper Company were the lowest and best to provide Printing Papers and Supplies; and

WHEREAS, the bid documents and prices submitted by Ariva Distribution Inc and Sterling Paper Company shall be the governing term contracts which are fully incorporated herein, and are binding on both parties; and

WHEREAS, the term of the contracts are a one year period upon approval of the board of Franklin County Commissioners with the option to extend for four additional one year periods; and

WHEREAS, Franklin Purchasing Department recommends the contract with Ariva Distribution Inc and Sterling Paper Company be approved.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, OHIO:

That the contact agreements with Ariva Distribution Inc and Sterling Paper Company be approved. Purchase Orders will be submitted as needs are identified.

AGENCY	CONTRACT AMOUNT
Purchasing	**$168,000.00**

Prepared by Trish Starrett

Cc: Auditor Administration & Fiscal
Purchasing ITB 2011-02-14
Ariva Distributors, Inc.
Sterling Paper Co.

SIGNATURE PAGE FOLLOWS

SIGNATURE SHEET

Resolution No. 0786-11 November 08, 2011

RESOLUTION AUTHORIZING TWO COUNTYWIDE CONTRACTS FOR PRINTING PAPERS AND SUPPLIES.

(Purchasing) **($168,000.00)**

Upon the motion of Commissioner Paula Brooks, seconded by Commissioner John O'Grady:

Voting:

Marilyn Brown, President	**Aye**
Paula Brooks	**Aye**
John O'Grady	**Aye**

Board of County Commissioners
Franklin County, Ohio

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Franklin County, Ohio on the date noted above.

Debra A Willaman, Clerk
Board of County Commissioners
Franklin County, Ohio

Franklin County
Where Government Works

Commissioners
Marilyn Brown, President
Paula Brooks
John O' Grady
Purchasing Department
Karl H. Kuespert, C.P.M., Director

Invitation to Bid

Franklin County
Purchasing-25th Floor
373 South High Street
Columbus, OH 43215-6315
Telephone (614) 525-3750
Fax (614) 525-3144
Bid Hotline (614) 525-6624

NIGP

This signature page and all Articles and Appendices listed below are hereby incorporated into and made a part of this Contract:

Administrative Requirements:

Section 1 – General Instructions
Section 2 – Bid Requirements
Section 3 – Pricing & Estimates

Contract Terms and Conditions:

Section 4 – Miscellaneous Terms
Section 5 – Time of Performance
Section 6 – Delivery
Section 7 – Invoicing, Payment and Taxes
Section 8 – Contract Administration and Reports
Section 9 – Contract Cancellation, Terminations, Remedies
Section 10 – Certifications and Affidavits
Section 11 – Special Considerations

Appendixes:

Appendix A – Exhibits A-1 thru A-5
Appendix B – References
Appendix C – Performance Bond Data Sheet – N/A
Appendix D – Bidder Deliverables List
Appendix E – Pricing Sheet
Appendix F – Specifications
Appendix G – Joint Purchasing Program Contract Opportunities

Bid # 2011-02-14 **Description: Printing Papers and Supplies**

Franklin County Board of Commissioners

Marilyn Brown
Marilyn Brown, President

Paula Brooks
Paula Brooks, Commissioner

John O'Grady
John O'Grady, Commissioner

Ariva Distribution Inc.
Company Name (Printed)

Duane Brigner
Authorized Signature

Duane Brigner 6/1/11
Printed Name & Date

APPROVED AS TO FORM:
Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

By: 10-21-11
Assistant Prosecuting Attorney

Date: _____

APPROVED AS TO FORM:
Karl H. Kuespert. C.P.M.
Director, Purchasing Department
Franklin County, Ohio

By: _____

Date: 12/20/11

Franklin County
Where Government Works

Commissioners
Marilyn Brown, President
Paula Brooks
John O' Grady
Purchasing Department
Karl H. Kuespert, C.P.M., Director

Invitation to Bid

Franklin County
Purchasing-25th Floor
373 South High Street
Columbus, OH 43215-6315
Telephone (614) 525-3750
Fax (614) 525-3144
Bid Hotline (614) 525-6624

Outstanding Agency Accreditation Achievement Award NIGP

This signature page and all Articles and Appendices listed below are hereby incorporated into and made a part of this Contract:

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Appendixes:

Appendix A – Exhibits A-1 thru A-5
Appendix B – References
Appendix C – Performance Bond Data Sheet – N/A
Appendix D – Bidder Deliverables List
Appendix E – Pricing Sheet
Appendix F – Specifications
Appendix G – Joint Purchasing Program Contract Opportunities

Bid # 2011-02-14 **Description: Printing Papers and Supplies**

Franklin County Board of Commissioners

Marilyn Brown, President

Paula Brooks, Commissioner

John O'Grady, Commissioner

Sterling Paper Co
Company Name (Printed)

Authorized Signature

David F Gruenberg 5/24/11
Printed Name & Date

APPROVED AS TO FORM:
Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

By: 10-21-11
Assistant Prosecuting Attorney

Date:

APPROVED AS TO FORM:
Karl H. Kuespert. C.P.M.
Director, Purchasing Department
Franklin County, Ohio

By:

Date: 10/20/11

Administrative Requirements

Section 1 General Instructions

Section 1.01 Entire Agreement; Parties to the Contract

If awarded, this Contract is the entire agreement between the Offeror ("Offeror") and Franklin County ("County") on behalf of the agency/agencies requesting the Contract as signed by the Franklin County Board of Commissioners.

Section 1.02 Exclusions from Bidding

Consultants who are under contract with the Commissioner Agency who is acquiring the services specified in this bid document shall be excluded from the bid process. This exclusion shall be in effect as long as the consultant contract is in full effect and force.

Section 1.03 Contract Agreement

The final contract shall be a firm fixed price agreement between the County and the Contractor.

Section 1.04 Contract Components

This Contract consists of the signature page of the Invitation to Bid, the original Invitation to Bid, including the Contract Terms and Conditions, the Special Contract Terms and Conditions, the Bid specifications, Pricing Forms, all documents requiring the Contractor's signature, and any written amendments/addendums to the original Invitation to Bid; the Contractor's complete competitive sealed bid, including proper modifications, clarifications, and samples.

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

a. The signature page of the Offeror's Invitation to Bid
b. Franklin County original Invitation to Bid
c. The contractor's original submitted Bid document minus the signature page

Section 1.05 Registration with Franklin County

All Offerors interested in doing business with Franklin County must register with the County before the award of any contract. Offerors may register with Franklin County Monday through Friday, 8:00 a.m. to 4:30 p.m., in the Franklin County Purchasing Department located on the 25th Floor, 373 South High Street, Columbus, Ohio, 43215-6315 or online at www.franklincountyohio.gov/bidops/. Failure to register prior-to the award of a contract may deem the recommended vendor as non-compliant with the terms and conditions of the contract and may result in legal liability.

Section 1.06 Specifications

Franklin County may use any form of specification it determines to be in the best interest of the County and that best describes the goods or services to be purchased. Specification may be in the form of a design specification, a performance specification, or a combination thereof. If the County determines that a design, performance, or combination specification is not in the best interest of the County, it may use brand name or equal specification. Unless otherwise stated as, where a brand name or equal specification is used, use of the brand name is for the purpose of describing the base standard of quality, performance, and characteristics described and is not intended to limit or restrict competition. Substantially equivalent goods or services to those designated will be considered for award.

Section 1.07 Inquiries Process/Additional Information

Any questions that arise during the preparation of bids concerning the content of the ITB should be submitted to Trish Starrett, Senior Coordinator General Commodities via email at pxstarre@franklincountyohio.gov. Contact with any Franklin County staff concerning this ITB except through the inquiry method with questions specific to the contents of this ITB is strongly discouraged. This does not apply to communication during the evaluation process if Franklin County initiates the communication. Questions shall be sent no later than date shown in the calendar of events to be considered for a response.

Section 1.08 Oral Explanations

Franklin County will not be bound by oral explanations or instructions given at any time during the competitive process or after the selection of the successful Offeror.

Section 1.09 Decline to Offer

Any Offeror who receives a copy of this ITB but declines to make an offer is requested to submit a Decline to Offer notification by utilizing the *Statement of Receipt Form and "No Bid" Form* no later than the date shown in the calendar of events.

Section 1.10 Compliance with Specifications and Terms and Conditions

The County cannot accept any changes to the ITB terms and conditions nor is the County allowed to accept any additional agreements that were not part of the originally posted ITB documents. The County will make any changes to the ITB terms and conditions or specification through the issuance of amendments or clarifications. If an offeror **submits an ITB with changes, mark-ups or submits its own standard contract for signature** that ITB will be determined to be non-responsive and will not receive further consideration or evaluation.

Section 1.11 Conflict of Interest

Each bid must answer the statement indicating whether the Offeror or any people that may work through the Offeror have a possible conflict of interest (e.g., employed by Franklin County, etc.) and, if so, the nature of the conflict. Franklin County has the right to reject a bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Section 1.12 Representations

The Offeror warrants the accuracy of information submitted and acknowledges that Franklin County will rely on the Offeror's information in making its selection and contracting with the successful organization.

Section 2 Bid Requirements

Section 2.01 Bid Opening

Bids are due on June 13, 2011 at 2:00 pm. All sealed bids received after this date and time, for any reason, will be **rejected**. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed bids are received and will be the sole factor in determining if bids are received in time to be considered. The opening of the sealed bids will take place at the Franklin County Purchasing Office, 373 S. High Street, 25th Floor, Columbus, Ohio 43215-6315. The bid opening will be public. Offerors are advised to allow adequate time to locate appropriate parking in the downtown Columbus Ohio area, access required security checkpoints within the Franklin County Courthouse Building and accessing of elevators in order to submit bid(s) by the required date and time.

Section 2.02 Bid Bond Requirement

An original bid bond in the amount of $500.00 must be included with each bid or be considered non-responsive and the bid will not receive further consideration. Notice of a claim of right to withdraw such bid must be made in writing filed with the contracting authority within two business days after the conclusion of the bid opening procedure (O.R.C. §9.31).

The bond is to be in the form of:

a. A Surety Bond.
b. A Certified Check, Official Check or Cashier's Check from a solvent bank or savings and loan association.
c. A Money Order from a solvent bank, savings and loan or the United States Post Office. Money Orders from other sources are not acceptable.

Any other form of bond, including Company or Personal checks shall be rejected and the bid will not receive further consideration.

All bid bonds, using one of the accepted forms above, must be made payable to the **Franklin County Board of Commissioners or identify the board as the payee or oblige.**

Failure to provide the bond in the proper form and identifying the proper obligee will automatically determine your bid to be non-responsive and your bid will not receive further consideration.

Bonds will be returned to all successful and unsuccessful vendors within 30-days of contract award.

Section 2.03 Samples

Not Applicable to this Invitation to Bid.

Section 2.04 Pre-Bid Conference

Not applicable to this bid.

Section 2.05 Bid Preparation Costs

The County will not be liable for any costs incurred by a contractor prior-to the award of any contract resulting from the Bid. Total liability of the County is limited to terms and conditions of a resulting Contract between the County and the successful bidder.

Section 2.06 Bid Instructions

Franklin County requires clear and concise bids. Offerors should take care to completely answer questions and meet the ITB's requirements.

Each contractor must submit three (3) original signed hard copies of their bid in a sealed envelope or similar containers with the bid number clearly marked on the exterior by no-later-than **2:00 p.m**. the day the bids are scheduled for opening. Contractors will not staple, bind or place document hardcopies in 3-ring binders or GBC type binders. Documents may be secured by using paper clips, binder clips or rubber banded to keep them orderly. This includes any amendments or addendums applicable to the bid. All hardcopy documents will be on 8.5-inch x 11-inch paper and brochures should be copied to the same format.

Each bid must be submitted in a sealed envelope or similar containers with the bid number clearly marked on the exterior. Bids not sealed and clearly marked to identify the bid will not be accepted. The County will not provide any supplies, materials, boxes or assistance to a vendor in the securing or sealing of bid documents.

If an offeror uses an express mail or courier service, the bid number must be clearly marked on the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope. A bid that is not properly and clearly marked and is inadvertently opened before the scheduled bid opening time may be disqualified without additional consideration. **Faxed submissions are not acceptable.**

Section 2.07 When Bids May Be Delivered

The Purchasing Department ("Purchasing") must receive bids prior to and no-later-than **2:00 p.m**. the day the bids are scheduled for opening. Sealed bids received after the specified date and time will be considered late and will not be opened. Sealed bids received through the mail after the specified bid opening date and time will be returned to the Offeror unopened. Purchasing does not accept bids with postage due or collect postage-on delivery charges. Sealed bids received through a courier service after the specified bid opening date and time will not be accepted from the Courier Service.

Purchasing receives bids during the hours of 8:00 a.m. through 4:30 p.m. Monday through Friday, except state observed holidays. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed bids are received and will be the sole factor in determining if bids are received in time to be considered.

Section 2.08 Where Bids Must Be Delivered

Bids must be delivered to the following address:
Franklin County
Purchasing Department – 25th Floor
Attn: **ITB# 2011-02-14**
373 South High Street
Columbus, Ohio 43215-6315

Section 2.09 Clarifications, Amendments, and Addendums

If an offeror discovers any inconsistencies, errors, or omissions in the Invitation to Bid or desires to ask a question(s) concerning any part of the bid documents to include the specifications, the offeror should make that request in writing to the Franklin County Purchasing Department. No other form for submitting clarifications is acceptable.

The written correspondence must be submitted by the date stipulated on the aforementioned Calendar of Events. Any written request received after the above timeframe will not be considered unless the County ascertains that the answer(s) to the request could result in a material change to the specification which could affect all bid responses.

During the bid process, Offerors may be furnished certain amendments / addendums covering additions and / or deletions to the ITB documents. Amendments / addendums will be included in the Bid documents and will become a part of Contract. Amendments / addendums may be issued at anytime preceding the Bid opening date.

The County reserves the right to postpone the Bid opening for its convenience. Any information given a prospective Offeror concerning the Bid will be furnished promptly to all other prospective Offerors as an amendment / addendum or clarification. All amendments and addendums will be posted to the Franklin County Purchasing Web Site under this bid. **It is the bidder's sole responsibility to check the website for any and all amendments / addendums / clarifications regarding the bid up to the bid opening date and time.** Those interested in submitting a response to this bid shall monitor that web site for any amendments and addendums to assure complete compliance with specifications, terms and conditions.

When it is necessary to modify an Invitation to Bid, the County does so by written amendment or addendum only. All amendments / addendums will be posted to the Purchasing Department's website at:

www.franklincountyohio.gov/bidops/. Oral instructions, given prior to the opening of a bid or prior to the award of a contract, will not be binding on the County.

Section 2.10 Corrections before Bid Opening

Prior-to the bid opening, if an offeror withdraws its bid and resubmits it with revisions, the revisions should be clearly identified and signed or initialed by the Offeror. The omission of an offeror's signature or initials to a modification may result in a bid being determined to be not responsive. Any corrections made must be completed outside of all County offices. It is preferable that all corrections are made off of the County premises. It is the responsibility of the offeror to resubmit a corrected bid within the time constraints of the established bid opening time and date. Failure to resubmit a corrected bid within the established time and date shall be considered late and will not be accepted. Corrected bids received through the mail after the specified bid opening date and time will be returned to the Offeror unopened.

Section 2.11 Corrections after Bid Opening

After the bid opening, Offeror's may only withdraw their bids as provided in Ohio Revised Code §9.31. Withdrawal of a bid after a bid opening exposes an offeror to legal liability for sanctions, including costs for re-bid, or may result in a bid being awarded to the next lowest Offeror. Notice of a claim of right to withdraw a bid submitted in error, after the bid opening, must be made in writing and filed with Franklin County Purchasing Department within two (2) business days after the conclusion of the bid opening procedure.

When there are errors in multiplication or addition in a bid, the unit price quoted will be used for calculating the correct total bid. If the error is in the unit price, the bid will automatically be disqualified. Notice of a claim of right to withdraw such bid must be made in writing filed with the contracting authority within two (2) business days after the conclusion of the bid opening procedure (O.R.C. §9.31).

Section 2.12 Bids are Firm for 90-Days

Unless stated otherwise, once opened all bids are irrevocable for ninety (90) days. Beyond ninety (90) days, Offeror will have the option to honor their Bid or make a written request to withdraw their bid from consideration.

Section 2.13 Bid Rejections

Ohio Revised Code §307.90 and §307.91 permits Franklin County to reject all bids and advertise for new bids on the required items, products, or services. Franklin County may reject any bid, in whole or in part, if any of the following circumstances are true:

a. Bids offer supplies or services that are not in compliance with the requirements, specifications, terms, or conditions stated in the Invitation to Bid.

b. Franklin County determines that awarding any item is not in the best interest of the County.

c. Franklin County reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim, or cause of action by any unsuccessful contractor against Franklin County.

Section 2.14 Lowest and Best Offeror

An Offeror is lowest and best if its bid offers the best-cost and supply or service in comparison to all other Offerors as set forth in the evaluation paragraph in the bid. Franklin County reserves the right to award the contract to the offeror that may have a higher price and by evaluation best meets the county's requirements.

Section 2.15 Evaluation Process

The evaluation process will consist of the following phases:

a. Phase 1 - Initial Review of Bid

Franklin County will review all bids for their format, completeness, and compliance.

b. Phase 2 - Evaluation of Bid Documents

Franklin County will evaluate each bid and the requirements according to the criteria contained in this part of the ITB. At any time during this phase, Franklin County may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its bid if Franklin County believes doing so does not result in an unfair advantage for the Offeror and it is in Franklin County's interests to do so.

Bid Evaluation Criteria

Franklin County will rate the Bids submitted in response to this ITB based on specific criteria.

Franklin County's determination of "lowest and best" offeror includes, but is not limited to the following factors (not ranked in any relative order of importance):

a. Price of goods or services

b. Capability of the Offeror to perform specifications

c. Quality of product/services in relation to specifications

d. The experience / references of the Offeror

e. The Offeror's conduct and performance on previous contracts

f. Warranty Information

g. Product Stewardship Information

This is intended to be an all or none bid; however, if it is in the best interest of Franklin County, the County reserves the right to, award to multiple vendors, to reject all bids and re-bid, or not to make any award on an "ALL or NONE" basis. Bids are typically evaluated within 60-days.

Section 2.16 Communication during Evaluation

During the evaluation process, unless requested by the County as part of the evaluation process, any attempt on the part of the offeror, the offertory's agent(s), or any party representing the offeror, to submit correspondence that is determined by County to be an attempt to compromise the impartiality of the evaluation or any party on the part of the offeror, the offertory's agent(s), or any party representing the offeror to communicate with any member of the County regarding the evaluation process may be grounds for immediate disqualification of the offeror. A determination to cease the evaluation or reverse an award determination will be at the sole discretion of the County.

County may request additional information to evaluate an offertory's responsiveness to the Invitation to Bid or to evaluate an offertory's responsibility. If an offeror does not provide the requested information, it may adversely impact County's evaluation of the offertory's responsiveness or responsibility.

Section 2.17 References

An offeror must include with their Bid, at least three (3) references, and include company names, addresses, telephone number(s), and names of person(s) to contact. Complete Appendix B with references that can accurately reflect your business relationship with them. References should be of similar scope and size to Franklin County and the using the goods or services requested by Franklin County in a similar manner.

Section 3 Pricing and Estimates

Section 3.01 Estimated Usage

Unless otherwise stated, the usage indicated for each item(s) are to be considered as estimates only and should be considered as information relative to potential purchases that may be made from the Contract. Franklin County makes no representation or guarantee as to the actual amount of products or services to be purchased by the participating agencies or that any purchases will be made by the purchasing agencies.

Section 3.02 Pricing

A pricing sheet for this bid has been provided in Appendix E. Offerors are expected to quote firm and fixed prices on a per unit basis. The successful offeror will not change the unit price or the scope of work during the contract period other than what is described in the scope of work. Offerors are required to submit firm and fixed prices in the format specified on the pricing sheet. When there are errors in multiplication or addition in a bid, the unit price quoted will be used for calculating the correct total bid. If the error is in the unit price, the bid will be automatically disqualified. All bid pricing will be valid for 120 calendar days from the bid opening date to permit adequate evaluation of the bid responses.

Contract Terms and Conditions

Section 4 Miscellaneous Terms

Section 4.01 Standard of Care

Contractor will discharge its obligations under the Services Agreement with that level of reasonable care which a similarly situated business would exercise under similar circumstances.

Section 4.02 Indemnification

The offeror shall assume the defense of, indemnify, and save harmless Franklin County and all Franklin County Agencies, including public officials, and employees receiving supplies or services under this contract from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related Offeror's performance of the work required under this Contract and including Offeror's employees and agents.

Section 4.04 Performance Bond Requirements

Not applicable to this bid. Please note a bid bond is required is required for this bid. See Section 2.02 for bid bond details.

Section 4.05 Ethics

All Contractors and employees of Franklin County are bound by the Ethics Laws of Ohio. Any Contractor or employee who violates any of these laws will be subject to penalties set forth by law.

Section 4.06 Public Record and Treatment of Confidential and Proprietary Information

After the bids are opened they are public records as defined in Ohio Revised Code (O.R.C.) §149.93 and are subject to all laws appurtenant thereto.

All materials in the bid will become the property of Franklin County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to O.R.C. §149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in O.R.C. §149.43. Pricing pages of the submitted bid documents shall be considered public information.

In the event the County receives any such request for any Confidential Information, it will promptly notify the Contractor of the request to enable the Contractor to take whatever action it deems appropriate to seek protection from disclosure. If the Contractor fails to take any action within ten (10) days of such notice, the County may make such disclosure without any liability to the Contractor.

Section 4.07 Subcontracting

Contractor confirms that it will be the primary contractor who will be performing the work under the Contract. Contractor may use subcontractors for portions of the work under the Contract, but Contractor will remain the primary Contractor and will remain liable for all work performed hereunder regardless of whether performed directly by it or by a subcontracted entity. Prior to the Effective Date of the contract, the Contractor will provide Franklin County with a list of subcontractors it will use for providing goods or services under the contract.

Contractor shall not use any subcontractor who has been subject to action that limits the subcontractor's right to do business with the local, state, or federal government.

Section 4.08 Consent to Assign

Contractor will not assign any of its rights under this Contract unless County consents to the assignment, in writing including any assignment through a merger or other corporate reorganization. Any purported assignment made

without County's written consent is void and may be subject to termination of the contract. County may assert against an assignee any claim or defense County may have against the assignor.

The Contractor shall notify the County as soon as possible, but no later than sixty (60) days, prior to the Company converting into, merging or consolidating with or selling or transferring substantially all of its assets or business to another corporation, person or entity.

Section 4.09 Record Keeping

The contractor will keep all financial records consistent with Generally Accepted Accounting Principles (GAAP). During the period covered by the contract and is required to provide the Franklin County Purchasing Department, Board of Commissioners, or their designated representative, authorized representatives (for the Contractor), and any person or agency instrumentally involved in providing financial support for the contract work access and right to examine any books, documents, papers, or records related to this contract. Claims documentation may be reviewed through a formal Audit and are not subject to the work access requirements set forth in this paragraph.

Section 4.10 Insurance Requirements

ALL INSURANCE COMPANIES PROVIDING COVERAGE SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF OHIO.

Throughout the contract period, the Contractor must maintain a comprehensive insurance program affording as a minimum the items indicated below: A Certificate of Insurance reflecting the required coverage and amount must be submitted with Contractors response. The Franklin County Board of Commissioners must be identified as ***additional insured, project name, and the bid number*** must be included on the Certificate of Insurance. If there is any change in the Contractor's insurance carrier or liability amounts, a new certificate must be provided to the Franklin County Purchasing within seven (7) calendar days of change.

Comprehensive General Liability: up to $1,000,000 single limit occurrence including coverage for: a) Personal Injury Liability: all sums, which the company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than its employees; b) Broad form Property Damage Liability; c) products and completed operations; d) premises and completed operations; and e) contractual liability insuring the obligations assumed by the Vendor under the Contract. This insurance does not apply or shall not be construed as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of the Franklin County Board of Commissioners, its officers, employees or agents.

Automobile Liability Insurance: all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence rising out of ownership, maintenance or use of any automobile.

Excess Annual Aggregate Limit: $1,000,000 dollars

During the term of this Contract and any extension thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense, shall maintain the required insurance coverage as described in the Contract. County may require the Contractor to provide respective certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate within a seven (7) calendar day period may be considered as default.

Section 5 Time of Performance

Section 5.01 Time of Contract

This contract is for a one year period with the option to extend for two additional 1-year periods at the sole discretion of Franklin County. The exact Contract commencement date and expiration date shall be set forth in the contract. The Contract is effective on the later of the Effective date or the date upon the signatures of the Franklin County Board of Commissioners. The Contract beginning date is subject to the approval of the Commissioners. This Contract will remain in effect until the end date as noted on the Contract or until the Contract is fully performed by both parties or until it terminates in accordance with the termination language of the Contract.

Section 5.02 Contract Extension and Price Increase

This Contract is for a period of one year with the option to extend for 4 additional one year periods.

No vendor price increases or decreases will be allowed during the first six months of the initial authorized contract period. Thereafter, the vendor must request any price or unit cost increases within 30 days after the initial 6 month

firm and fixed price period. Any price increase and/or decrease will be calculated using the formula and time periods outlined in Appendix F (Specifications).

Any justified price increases or decreases for the extension periods must be approved by the contracted agency.

Section 5.03 Contract Extension at the End of Any Contract Period

The Contract shall be automatically extended for 90 days, at the option of the County, to allow for the award of a new bid or completion of the contract extension.

Section 6 Delivery

Section 6.01 F.O.B. - Destination

Contractor must provide supplies or services under this Contract F.O.B. - Destination. The place of delivery will be specified by the participating agency or political subdivision on the purchase order or other ordering document. Freight will be prepaid and will be documented on the delivery invoice.

Section 6.02 Delivery of Goods or Services

The Contractor is required to provide to the goods or services agreed to under the contract. If, during the course of the contract the Contractor changes suppliers, the County will require that the contract be completed at the agreed to pricing and delivery requirements. Failure of the Contractor to provide the required goods and services will be considered a breach of the contract and the County may exercise its rights under Section 9.02.

If Contractor is not able to deliver the supplies or services on the date and time specified by the participating agency or political subdivision on the order document, the Contractor must coordinate an acceptable date and time for delivery. If the Contractor is not able to or does not provide the supplies or services to a participating agency by the date and time provided / requested or by the date and time later agreed upon, the County may obtain any remedy authorized under this agreement or by law.

Section 6.03 Minimum Orders

There are no minimum orders limits required or authorized, unless stated otherwise. The Contractor will utilize the most economical and expeditious method for proper delivery of items. If authorized by the Contract a delivery fee may be applied for expedited delivery (e.g. over-night, air, etc). All fees will be noted in the Contractors bid and will be made known at the time of submittal.

Section 7 Invoicing, Payment and Taxes

Section 7.01 Standard Invoice and Payment

The Contractor shall submit a proper invoice to the ordering agency upon shipment of the supplies or performance of service as described on the purchase order to receive consideration for payment. A “proper invoice” is defined as being free of defects, discrepancies, errors, or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy.

Invoice shall include, at a minimum:

1) Agency account code
2) Name and address of the offeror
3) Billing period
4) Location
5) Unit cost (must match Contract pricing)
6) Calculated extended cost
7) Shipping/billing address
8) Customer service telephone number

Section 7.02 Payment Due Date

Franklin County normally makes payments within 45-days from the day the invoice is received and / or acceptance of supplies or services. Agencies only process an invoice for payment after delivery and acceptance of the ordered supplies or services have been completed or transpired. Franklin County will not pay late fees, interest, or other penalties for later payment, unless otherwise stated. Any entity authorized to utilize this Contract, outside the responsibility of Franklin County, is responsible for all orders, invoices, payment, and / or tracking.

Section 7.03 Taxes

Franklin County and the agencies therein responsible for are exempt from all federal, state, and local taxes.

Participating Franklin County agencies will not pay any taxes on supplies or services purchased from a Contractor, unless the Special Contract terms and conditions state otherwise. A tax-exempt certificate will be provided on request by the Contractor receiving the award.

Section 8 Contract Administration and Reports

Section 8.01 Contract Administration

The Franklin County Purchasing Department will be responsible for the administration of the Contract and will monitor the Contractors performance and compliance with the terms, conditions, and specifications of the Contract. If any agency observes any infraction(s), such shall be documented and conveyed to the Purchasing Department for immediate remedy. The Contractor will be notified by Purchasing and failure of the Contractor to rectify the infraction(s) will be considered a breach of the contract and the County may exercise its rights under Section 9.02.

Section 8.02 Usage Reports

The successful bidder shall provide the County Purchasing Department with quarterly summary of orders. There will be two quarterly reports required. The first report will be a total of all line items delivered to each agency and/or political subdivision (see sample report attached as Exhibit 1 to Appendix F Specification). The second report will show each account under each agency or political subdivision and the line items and quantities delivered during that quarter (see sample report attached as Exhibit 2 to Appendix F Specification). Each report will be submitted in Microsoft Excel format.

Section 8.03 Quality Assurance

The Contractor is responsible for the quality of the goods sold to Franklin County. Any defective goods discovered during the delivery will be replaced at no cost to the County. Any goods that do not meet the requirements of the specification will be replaced by the Contractor immediately at no cost to the County. It is the responsibility of the Contractor to return any defective goods to the Manufacturer.

Section 8.04 Warranties

Paper items to be delivered shall be free from defect or damage. Any item or items damaged during shipment will not be accepted by the County. Any costs associated with returning damaged or rejected deliveries will not be charged to the ordering agency or political subdivision. All shipping containers shall be clean and dry and be free from rips, tears, and holes and shall not have been previously opened or returned stock. All pallets shall be first quality, contain no broken boards or runners. Pallets and contents shall be free of debris or contamination.

Section 8.05 Returned Goods Policy

The County will apply the following Returned Goods Policy on all purchasing made under the Contract. The Contractor acknowledges to have read, understands and agrees to this Policy:

When due to Contractor error (i.e. over shipment, defective merchandise, unapproved substitutions, etc.) return goods shall be returned to the Contractor, at the Contractors expense. The Contractor shall make arrangements to remove the return goods from ordering agency premises within seven (7) calendar days after notification.

The Contractor shall not apply any restocking or other charges to the agency. At the option of the ordering agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ordering agency will dispose of accordingly.

For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior-to the Contractor continuing the production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of custom manufactured items. Acceptance of return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment, and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample(s) and obtain written approval from the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of goods.

Returned goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within two (2) calendar months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed two (2) months will be at the option of the Contractor.

Product Recall: In the event product delivered has been recalled, seized, or embargoed and / or has been determined to be misbranded, adulterated, or found to be unfit for use by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify the buying agency within two (2) business days. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and / or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, the Contractor may be required to reimburse storage and / or handling fees to be calculated from time of delivery and acceptance to actual removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product may deem the Contract in default.

Section 9 Contract Cancellation; Termination; Remedies

Section 9.01 Contract Cancellation

If the Contractor fails to perform any one of its obligation under this Contract, it will be in default and County may cancel this Agreement in accordance with this section. The cancellation will be effective on the date delineated by County.

1) 5 Day Notice Termination:
Franklin County reserves the right to terminate this Agreement immediately by giving the vendor five (5) days written notice.

2) Non-Appropriation of Funds
This Contract is contingent upon Franklin County budgeting and appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event that the funds necessary for the continuation of this Contract are not approved for expenditure in any year, this Contract shall terminate on the last day of the fiscal year in which funding was approved, without penalty to Franklin County.

3) Cancellation for Failure to Retain Certification
Failure to renew and maintain certification(s) or the de-certification by certifying entity may result in the immediate termination of the Contract.

4) Cancellation for Financial Instability
Franklin County may cancel this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

Section 9.02 Termination for Default

Franklin County may, subject to the paragraphs below, by written notice of default to the Contractor, terminate this Agreement in whole or in part if the Contractor fails to:

a) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

b) Make progress, so as to endanger performance of the services required under this Agreement.

a. Franklin County **may exercise** its right to terminate this Agreement under this Section if, after receipt of the notice from Franklin County specifying the failure the Contractor to perform such services, the Contractor ***does not offer a plan to cure*** such failure within 10-days (or more if authorized in writing by Franklin County) in a manner acceptable to the County.

b. If Franklin County terminates this Agreement in whole or in part, for default under this Section 8.02, it may acquire such supplies and services under terms and in a manner deemed appropriate by the County, and the Contractor will be liable to Franklin County for any excess costs for those supplies or services. In the event that a partial termination occurs, the Contractor shall continue to perform the services that were not terminated by the County.

c. Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

d. If failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of the Contractor and subcontractor, and without fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

e. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Franklin County.

Section 9.03 Actual Liabilities

Contractor is liable for all damages caused by the Contractor's default or gross negligence. The County may recover the costs associated with acquiring substitute supplies or services, less any expense or costs saved by Contractor's default, from Contractor.

Section 10 Certifications and Affidavits

Section 10.01 Contractor's Warranty against an Unresolved Finding for Recovery

Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any party against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By signing this Agreement, each Contractor represents and warrants to the County that it is not subject to an "unresolved" finding for recovery under O.R.C. §9.24 and agrees that it shall not take any action that would result in an unresolved finding for recovery under such section.

Section 10.02 Suspension and Debarments

The County will not award a Contract for goods or services, funded in whole or in part with Federal funds, to a person or vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System https://epls.arnet.gov/.

Section 10.03 Legal Compliance

Each Contractor agrees to comply with all applicable local, state, and federal laws in the performance of the work specified in this proposal including applicable state and federal laws regarding drug-free work places. Each Contractor shall be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the contractor in the performance of the work specified in this proposal.

Section 10.04 Workers' Compensation Provision

Each Contractor shall be required to carry Workers' Compensation Liability Insurance, as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. Unless otherwise listed in the proposal specifications, the awarded Offeror will be required to provide said certificate within seven (7) calendar days after notification to award to: Franklin County, Purchasing Department, 25th Floor, 373 S. High St., Columbus, OH 43215-4599. Failure to provide certificate within the stated time period may deem the Offeror as non-responsive and dismissal of award recommendation. Failure to maintain Workers' Compensation Liability Insurance coverage as required by law and any renewal thereto will be considered as a default.

Section 10.05 Non-Collusion Certification

By the signature affixed on Appendix A Exhibit- 1 (*Non-Collusion Affidavit*) of the Bid, the Contractor certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham; that Contractor has not colluded, conspired or agreed, directly or indirectly, with any Offeror or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price of its bid with any other Offeror, or that of any other Offeror, or to secure any advantage against

any Offeror or any person or persons interested in the proposed Contract and that all statements contained in the bid are true; and further, that the Contractor has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

Section 10.06 Non-Discrimination / Equal Opportunity Provisions

By the signature affixed on Appendix A Exhibit 1 (*Non-Discrimination / Equal Opportunity Affidavit*), each Contractor certifies that it will comply with all applicable laws regarding Non-Discrimination / Equal Opportunity. Each Contractor agrees to comply with the provisions of Section 125.111 of the Ohio Revised Code, which requires the following:

That in the hiring of employees for the performance of work under the Agreement or any subcontract, the Contractor or its subcontractor shall not, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That the Contractor, any subcontractor, or any person acting on behalf of the Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

Each Contractor shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Section 122.71 of the Ohio Revised Code. Annually, each such Contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights commission and the Minority Business Development Office established under Section 122.92 of the Ohio Revised Code.

Section 10.07 Delinquent Personal Property Taxes

By the signature affixed on Appendix A Exhibit 2 (*Delinquent Personal Property Taxes*) of the Proposal, each Contractor certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

Section 10.08 Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization

Ohio Revised Code Section 2909.21 Terrorism requires that any contract that will result in a Contractor receiving funding in an aggregate amount greater than $100,000 annually shall certify that it does not provide material assistance to any organization on the United States Department of State Terrorist exclusion list. ***Prior to award*** of the Contract, the successful Contractor shall complete the DMA Form (attached Appendix A Exhibit A-4). Affixing a signature on Appendix A Exhibit 4 (Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization) of the Bid, the Contractor certifies that it does not provide material assistance to any organization on the list, and that failure to complete the form or answer "yes" to any question shall serve for the purposes of this affidavit as a disclosure of the provision of assistance to an organization that is listed on the terrorist exclusion list (attached with the DMA form).

Section 11 Special Considerations

Section 11.01 Green Initiatives

By adoption of Resolution 683-06, the Franklin County Board of Commissioners established the County's commitment to the mutually compatible goals of environmental protection and economic growth, and also expressed its intention to promote sustainable principles in policy decisions and programs. In that spirit, the County (a) promotes the purchase and use of products and services that enhance environmental, social and economic health; (b) develops waste management policies that reduce the amount of materials directed to landfills for disposal; and, (c) improves air quality through environmentally appropriate fleet management practices concerning vehicle performance and use of alternative fuels.

It is Franklin County's intention to purchase goods that are manufactured using the least amount of new materials, the least amount of energy for their production and which make the least contribution to environmental pollution. In addition, it is Franklin County's intent to do business with providers of goods and service who promote sustainable environmental policies within their own businesses and while doing business with Franklin County.

In order to meet the intent of the Board of Commissioners' environmental and sustainability policy, vendors shall provide information in their bids, bids or offers concerning the manufacturing processes used to produce their offered product; the percentage amount of recycled material contained in the product; the percentage amount of the item that can be recycled; and, whether the product meets EPA standards or has received certification/approval from an independent third party organization such as "Green Seal", "Indoor Advantage", "Eco Logo" or "Energy Star".

To enable the Board to make selections consistent with this policy, vendors may submit a bid, bid or offer proposing alternative products to the goods that were bid or specified.

Section 11.02 Governing Law/Venue

This Agreement shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such courts.

Section 11.03 Entire Agreement/Amendment/Waiver

This Agreement and its exhibits and schedules and any documents referred to herein or annexed hereto constitute the complete understanding of the parties. This Agreement shall not be changed, modified, terminated or amended except by a writing signed by a duly authorized officer of each party to this Agreement. Any waiver must be in writing. Any waiver shall constitute a waiver of such right or remedy only and not of any other right or remedy of the waiving party. For purposes of any amendments or waivers, such amendment and waivers shall only be binding against the County if signed by the Board of County Commissioners.

Section 11.04 Notices

All notices and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered, or sent by overnight express courier, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision. If either overnight express courier or United States mail delivery is not available or delivery is uncertain, then notices may be given by telecopier or by e-mail. Notice shall be sent to the following addresses:

To the Contractor: _____
Printed Company Name

Attention: _____
Applicable Company Contact

Address: _____
Street or PO Box

Address #2: _____
City, State and Zip

Telephone: (_____) _____-_____

Facsimile: (_____) _____-_____

If to the County: Franklin County Purchasing Department
Attention: Purchasing Director
373 S. High Street, 25th Floor
Columbus, OH 43215
Telephone: (614) 525-7266
Facsimile: (614) 525-3144

APPENDIX F
SPECIFICATIONS

The Franklin County Purchasing Department is accepting bids for the supply of Print Shop Paper and Related Products for the Franklin County Print Shop along with Copy and Related Paper Products for other Franklin County agencies.

The items listed in Appendix E Bid Pricing Sheet are primarily for the County Print Shop, but also include copy paper and other related paper products for other County locations and agencies. The Purchasing Department is also requesting that the awarded Contractor or Contractors allow other political subdivisions to utilize this contact to purchase their paper items.

The term of the contract will be for one year with the option to extend for 4 additional 1-year periods. All bid prices shall be firm and fixed for the first six months of the contract and after that time period an economic price adjustment may be requested every six months.

The paper prices shall be adjusted on the basis of the Not Seasonally Adjusted "Producer Price Index (PPI)", Series ID: PCU3221213221213; Paper, except newsprint, mills; Uncoated freesheet paper (containing not more than 10 percent mechanical fiber); published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index is also available through the Internet at the Bureau of Labor Statistics web site.

(Go to: http://data.bls.gov/PDQ/outside.jsp?survey=pc to get to web site for this index.)

Once at the web site, select "Paper, except newsprint, mills" and then select on "Uncoated freesheet paper (containing not more than 10 percent mechanical fiber)".

In all calculations, the rate of change will be determined by rounding to the second point to the right of the decimal. If the third number to the right of the decimal is 5 or greater, the second digit will be rounded up. If the third digit to the right of the decimal is 4 or less, then the second digit to the right of the decimal remains as stated.

The adjustment shall be established as follows: Following the first six months of the contract, price adjustments shall be effected beginning with the first month following the first six months of the contract (For example, for a contract with a start date of July 1, 2011, the effective price adjustment date would be January 1, 2012) and every six months of the contract or granted extensions thereafter.

The contract base index shall be established by taking the PPI for the third month prior to the month of the contract start date and comparing it to the period three months prior to the effective adjustment date. The adjusted index minus the base index is divided by the base index and multiplied by 100 to arrive at the percentage of increase or decrease. NOTE: This new adjusted index will then become the base index for the next price adjustment period. All calculations will be based upon data from the first-published version of the month's index.

The resulting percentage of increase or decrease shall be applied to the paper prices to arrive at the new contract pricing. Each succeeding six months will follow this format. Price increases or decreases shall not exceed 5%.

Below is an example to calculate the increase/decrease using the index.

To illustrate the mechanism for an increase or decrease, numbers from 2010 will be used as the index numbers for 2011 are not fully available to use for illustration purposes.

The example contract is awarded with a start date of July 1, 2010. The bid price for copy paper is $40.00 per case. The first price adjust can take place on January 1, 2011. The index points used to calculate the index change are April, 2010 (the base @ 178.8) and October, 2010 (the adjusted index @ 186.1).

Using the formula.

1) 186.1 – 178.8 = 7.3 (Adjusted index minus the base index = the +/- change in the index)

2) 7.3 / 178.8 = .04 (The change in the index divided by the base index rounded)

3) .04 * 100 = 4% (calculation to determine a whole number expressed as a %)

4) $40.00 * 4% = $1.60 (current price X the % of change equals the amount of change)

5) $40.00 + 1.60 = $41.60 (current price plus the amount of change equals new price)

Should the referenced Producer Price Index (PPI) become discontinued during the course of the contract, it will be replaced by an alternative PPI appropriate for copy paper, and adjustments will be calculated based on the same methodology as outlined above, but with data from the new replacement index.

For the Print Shop portion of the contract, the contractor is responsible for delivery to the Print Shop located in the basement of 280 East Broad Street in Columbus, OH. Please note that this receiving dock cannot accommodate semi-trucks. Straight trucks are recommended for delivery. All pallets must be no wider than 48" in width.

Other locations have dock sizes and maneuverability restriction which may vary by location. It is the Contractor's responsibility to determine what size truck will be used to make all deliveries. Delivery to other Franklin County locations or agencies or other political subdivisions may be requested as desktop delivery by that location. There will not be any costs for desktop delivery.

The quantities shown on Appendix E – Bid Pricing Sheet are an estimate of use for the period being described. That usage should only be used for estimating an appropriate bid and does not represent a volume guarantee nor does the County make any guarantee that any items will be purchased off of the ensuing contract. Franklin County may purchase from other cooperative contracts during the ensuing contract periods that are awarded if they offer the County an economic advantage.

Bidders shall bid a "less than" pallet quantity price and a full pallet price for each item (except padding cement and padding adhesive).

Franklin County expects this to be an all or nothing bid. However a line item bid may be awarded if it is determined to be in the best interest of the County.

Paper items to be delivered shall be free from defect or damage. Any item or items damaged during shipment will not be accepted by the County. Any costs associated with returning damaged or rejected deliveries will not be charged to the ordering agency or political subdivision. All shipping containers shall be clean and dry and be free from rips, tears, and holes and shall not have been previously opened or returned stock. All pallets shall be first quality, contain no broken boards or runners. Pallets and contents shall be free of debris or contamination.

Franklin County may at its option elect to give preference to paper products that offer an environmental advantage.

Please note that that Appendix E is an Excel spreadsheet with two tabs. Please be sure you've completed both tabs.

All questions pertaining to this Bid must be in written form and addressed to Trish Starrett of the Franklin County Purchasing. The calendar of events contains a question deadline. Questions may be submitted via email to: pxstarre@franklincountyohio.gov .

Additional Evaluation Questions and Information

1. Can your company provide same day delivery for the items on this bid?

   a. Yes_____ No_____. Please list exceptions:

   Exceptions: _____
   _____

2. For items on this bid, orders that are requested **to be delivered the same day as ordered** must be received by what time? _____
   _____

3. For items on this bid, orders that are requested **to be delivered the next business day must** be received by what time? _____
   _____

   The successful bidder shall provide the County Purchasing Department with a quarterly summary of orders. There will be two quarterly reports required. The first report will be a summary of all line items delivered to each agency and political subdivision. The second report will show each account under each agency or political subdivision and the line items and quantities delivered during that quarter. Each report will be submitted in Microsoft Excel format.

EXHIBIT 1

SUMMARY REPORT OF ALL SALES BY COUNTY AGENCY OR POLITICAL SUBDIVISION

Summary Report of All Sales by County Agency or Political Subdivision		
ITEM DESCRIPTION	TOTAL UNITS SOLD	TOTAL $ VALUE

EXHIBIT 2

LINE ITEM REPORT BY COUNTY AGENCY OR POLITICAL SUBDIVISION

Line Item Report by County Agency or Political Subdivision			
AGENCY OR POLICTICAL SUBDIVISION	LINE ITEM DESCRIPTION	QUANTITY SOLD	TOTAL $ VALUE