

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 3

TO: LIMITED DISTRIBUTION – The Department of Education, Office for Safety, Health and Nutrition, 25 South Front Street, Mailstop 303, Columbus, OH 43215

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR PROVIDE ADMINISTRATIVE STORAGE AND DELIVERY SERVICES RELATED TO FEDERALLY DONATED FOODS TO BE DISTRIBUTED FOR THE DEPARTMENT OF EDUCATION

Attached are pages 2, 5, 7, 22, 23 and 55 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to notify of the cancellation and release of the contractor of the Performance Bond requirement; to notify change in insurance requirement (increase liability insurance limit to \$750,000.00, cancellation of the Public Liability Insurance and Additional Insurance requirement and to add Warehouse Legal Liability insurance. The insurance limits in Articles S-12 and S-13 of the Supplemental Contract Terms and Conditions remain unchanged.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Tim Riley, CPPB
tim.riley@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):

00000162608
AT Xpress, LLC
3035 Charter Street
Columbus, OH 43228

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* Indicates change 12/06/12

CONTRACT RENEWAL: Contract renewal shall be in accordance with Article S-6 of the Supplemental Contract Terms and Conditions. The initial duration of this contract shall be three (3) years. This may be immediately followed by two one-year renewals subject to mutual agreement between the State of Ohio and each bidder. The cumulative time of all renewals may not exceed twenty-four (24) months unless DAS determines that additional renewal is necessary.

Additionally, during the fourth and fifth year of the contract (possible renewal period), the Department of Administrative Services and the Department of Education will use information from the United States Department of Labor to determine any price increase or decrease in this contract. The source of this information will be the Bureau of Labor Statistics, Producer Price Index for local specialized freight trucking North American Industry Classification System (NAICS) 484220. In June of the third year of this contract, the Department of Administrative Services and the Department of Education will use data from the previous two calendar years to determine the percentage of increase or decrease for the fourth year of the contract. An identical procedure will be used for the fifth year of the contract. Any increase or decrease shall only apply to the delivery rates quoted for the third year of the contract.

* **PERFORMANCE BOND:** This requirement has been cancelled effective 12/05/12.

The remainder of this page is intentionally left blank.

7. This contract may be terminated immediately when there is noncompliance on the part of warehouse management of the terms and conditions of this contract as required by Federal Regulation 250.14(d)(5).
8. The contract period shall be from July 1, 2012 through June 30, 2015. The contract shall not bind, nor purport to bind the State for any contractual commitment in excess of the original contract period.

ECONOMY OF PRESENTATION: The Bid should be prepared simply and economically, providing a straightforward concise delineation of capabilities to satisfy the requirements of this Bid. Emphasis on completeness, clarity of content, and following the format and instructions contained herein, will be essential for expediting the evaluation of Bids received.

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- * Bidder/Broker ("The Contractor") or their Sub contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting liability insurance in the amount of \$750,000.00 in accordance with 49 CFR 387.9.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the Contractor will have cause to be on State property to make deliveries or to perform services.

EDGE AND MBE PARTICIPATION IN WAREHOUSING BID (EDGE = Encouraging Diversity, Growth and Equity; MBE = Minority Business Enterprise)

In accordance with Federal regulations, 7CFR3016.36, Procurement, the contractor, if subcontracts are to be let, is required to take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and,
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

E.D.G./MBE Certification: The Office of Procurement Services has identified those Contractors who were EDGE/MBE certified at the time of award of the Contract. It is possible that a Contractor's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division website at <http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp> to verify E.D.G.E. and MBE Certification status of the Contractor.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

One thousand dollars (\$1,000.00) is for the audit fee and expenses. An overage will be credited to the next annual audit. An underage (due to higher expenses than normal) will be collected from the vendor by ASI or ABI. Thereafter, the successful vendor shall be reviewed annually by ASI or ABI and shall maintain a minimum score as indicated below:

ASI or ABI - 85th percentile or above.

The State of Ohio requires that the awarded bidder make arrangements to provide an original signed report of annual audit results from ASI or ABI to the Department of Education, OCN. The cost of the annual audit will be borne by the awardee.

- A. Ohio Department of Agriculture Inspection: The awarded facility must have or receive and maintain a score of passing from the Ohio Department of Agriculture. The Department of Agriculture's inspection will be scheduled after the opening of the ITB. A copy of the Ohio Department of Agriculture Audit Report shall be provided to OCN upon receipt.
- B. Throughput: Upon request the successful bidder must be able to demonstrate, an average monthly throughput of 40,000 cases per month over the last three years. This volume must have been sustained for a six (6) month period in each of the three (3) years. At a minimum 50% of the average monthly throughput should be frozen cases. The successful bidder shall provide this information in the format required by OCN and certify all information to be accurate. The format for presenting this data is included with this ITB, page 32. The successful vendor will be required to provide the Throughput Report in the format requested by OCN, stated in cases per month to verify the volume requirement.
- C. * Public Liability Insurance: This requirement has been cancelled effective 12/6/12.

Warehouse Legal Liability: Contractor agrees to maintain warehouse legal liability insurance at a limit not less than \$2,000,000 per occurrence, and covers the loss, damage, or destruction of property in the care, custody, and control of the Contractor per location if requested.
- D. * Additional Insurance: This requirement has been cancelled effective 12/6/12

Certificate of Insurance: An insurance acord shall be submitted with the bid response. The insurance acord shall demonstrate coverage in the types and limits specified in Articles S-12 and S-13 of the Supplemental Contract Terms and Conditions and as specified in paragraph XV.F.
- E. References Required: Each bidder or subcontractor (delivery services only) is to submit with the bid a listing of three (3) references with whom you are or have currently provided storage and delivery services during the last five (5) years. Please include name, address and current telephone number of each reference.
- F. Certification of PUCO Authority: Each Bidder shall submit with this response a notarized letter certifying that the carrier providing the pick-up and delivery services related to any ensuing contract, currently has all intrastate operating authority as required by the Public Utilities Commission of Ohio (PUCO). Additionally, such letter shall list all PUCO certificates and/or permit numbers, as well as the names of the carrier involved. The State reserves the right to submit such documentation to the PUCO for verification.

XVI. BID RESPONSE

Each Bid should contain the following information in the order listed:

- A. Signed bid response - Page 1
- B. Required certification for bidding - Page 2
- C. Price Schedules - Page 25

- D. Attachment 1, Standard Affirmation and Disclosure Form - Pages 26-27
- E. Attachment 2, Company Profile Form - Page 28
- F. Attachment 3, Bidder References – Page 29
- G. Attachment 4, Bidder Disclosure Statements – Page 30
- H. Attachment 5, Disaster Response Commitment – Page 31
- I. Throughput Report - Page 32
- J. A written narrative or any other printed technique to demonstrate ability to satisfy the Scope of Work. The narrative shall describe a logical progression of tasks and effort starting with the initial steps or tasks to be accomplished and continuing until all proposed steps or tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only to describe a technical problem.

In particular, the Bidder shall fully describe the approach and organization methods, which will be used to handle logistics and problems related to potential time restraints surrounding distribution.

In addition, the Bidder shall describe such items as:

1. The type and nature of inventory records, which will be utilized;
2. The specific location of warehousing and required destination points for receipt of railcars and truck shipments;
3. Organizational and quantity breakdown of employees such as storekeepers, forklift drivers, accounting personnel, supervisor, etc;
4. Square and cubic foot capacity of storage spaces as describe in section XV.B.1 of the ITB
5. Type and quantity of material handling equipment available (including slip sheeting devices);
6. Truck docks and their capacity for unloading and as described in section XV.B.2. of the ITB
7. The transportation capability description shall include, but not be limited to, the following information:
 - a. Type and number of delivery vehicles;
 - b. Capacity in gross weight of each delivery vehicle;
 - c. Refrigeration/non-refrigeration capability of each vehicle.

Failure to provide the above facility and transportation information may be grounds for rejecting the entire Bid.

- K. ASI or ABI audit reports received in last 6 months or \$1,000.00 check made out to ASI as describe in section XV.C.
- L. * Warehouse Legal Liability: Contractor agrees to maintain warehouse legal liability insurance at a limit not less than \$2,000,000 per occurrence, and covers the loss, damage, or destruction of property in the care, custody, and control of the Contractor per location if requested.
- M. * Certificate of Insurance: An insurance acord shall be submitted with the bid response. The insurance acord shall demonstrate coverage in the types and limits specified in Articles S-12 and S-13 of the Supplemental Contract Terms and Conditions and as specified in paragraph XV.G.
- N. A copy of the current Certificate of Premium Payment or Certificate of Employer's Right to Pay Compensation Directly, as applicable, issued by the Bureau of Workers' Compensation
- O. * Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA): Deleted as law repealed effective 09/10/12.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	12/06/12	Amendment issued to notify of the cancellation and release of the contractor of the Performance Bond requirement; to notify change in insurance requirement (increase liability insurance limit to \$750,000.00, cancellation of the Public Liability Insurance and Additional Insurance requirement and to add Warehouse Legal Liability insurance. The insurance limits in Articles S-12 and S-13 of the Supplemental Contract Terms and Conditions remain unchanged. The DMA law requirements have been deleted.
2	09/25/12	Amendment issued to notify of a change to contractor payment terms.
1	09/18/12	Amendment issued to notify of a change in contractor address.