

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

REQUIREMENTS CONTRACT: MICROWAVE OVENS, COMMERCIAL

CONTRACT No.: RS900409

EFFECTIVE DATES: 12/01/08 to 11/30/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900409 that opened on 09/03/08. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

Russell Perry
russell.perry@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:



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

Signed: _____ Date _____
Hugh Quill, Director

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AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within 14 (fourteen) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated annual usage of each item by its corresponding unit price and then add these totals together. Failure to bid all items may result in the bidder being deemed not responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive. The state of Ohio reserves the right to substitute another model unit should the manufacturer discontinue production of the contracted model. The replacement unit price will not be greater than the contracted price.

AWARDED CONTRACT LITERATURE: If requested, contractor(s) shall provide within fifteen (15) days of contract award notification, fifteen (15) copies of the complete literature package, as specified herein, to: Business Enterprise Program Mgr., Rehabilitation Services Commission, 400 Campus View Blvd., Columbus, OH 43235. Also, any requesting state agency or non-state agency, purchasing in accordance with cooperative purchasing guidelines, may obtain complete literature packet(s) directly from the contractor within fifteen (15) days of verbal request.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from 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 quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contractor user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Ohio Treasurer Richard Cordray and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

USAGE REPORTS: Every three (3) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Russell Perry.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

A. Scope

The purpose of this bid is to obtain a contractor(s) to provide commercial microwave ovens, as specified herein, for purchase by the state of Ohio and other entities indicated on page 1 of the bid. As indicated herein, all items are to be shipped F.O.B. destination, transportation charges prepaid, inside dock delivery. The term of the contract shall be from date of award through November 30, 2011.

B. Classification

1. Microwave Ovens, commercial use

a. Dial Control

1. 1000 watts

b. Touch Pad Control

1. 1000 watts

II. APPLICABLE DOCUMENTS

Where applicable unless otherwise stated in these specifications, the following documents and the latest revisions thereof, form a part of these specifications.

- A. ASTM F1360-93 (1999), Standard Specification for Ovens, Microwave, Electric and any amendments thereafter.
- B. 21 CFR, Section 1030.10 – Performance Standards for Microwave and Radio Frequency Emitting Products.
- C. National Sanitation Foundation, Standard Number 4 - "Commercial Cooking and Hot food Storage Equipment."
- D. Underwriters' Laboratory, Inc., #UL923 - "Microwave Cooking Appliances".
- E. 10 CFR, Dept. of Energy, Part 430 - "Energy Conservation Program for Consumer Products, Test Procedures for Kitchen Ranges, Cook Tops, Ovens, Microwave Ovens as reported in the Federal Register, Volume #62, #192, October 3, 1997.

SPECIFICATIONS (Cont'd)

III. REQUIREMENTS

A. Microwave Ovens, Commercial

1. Oven Cavity

- a. All units specified herein shall have stainless steel oven cavity.
- b. Cavity shall be smooth for ease in cleaning.

2. Outer Case

- a. Stainless steel or mar resistant coated steel.
- b. Shall be of a design to facilitate easy access for service.

3. Door

- a. Shall be intrusion-proof steel with or without see through panel.
- b. Shall have at least two (2) interlock safety switches.

4. Electrical Controls

- a. Touch control panel or a dial timer, as indicated on bid pricing pages.
- b. Additional controls or function switches shall be inconsequential and shall not be considered as a factor in an award.
- c. Touchpad microwave shall be supplied with Braille touchpad, as well as standard touchpad.

5. Units shall have high speed food heating capability.

6. Units shall be certified to have been designed and tested for compliance to all applicable Federal performance standards for microwave ovens.

7. Unit shall meet standards of and carry labels of the National Sanitation Foundation, Underwriter's Laboratory, and the Federal Communications Commission.

8. Units shall have a power cord of at least 4.5' length and 3 prong plug.

9. Units shall have a built in thermal cut off to prevent overheating and to protect against damage by no load operation.

10. Warranty: Units shall be warranted for one (1) year from date of delivery and/or installation for parts, labor, and travel. Magnetron tube shall be warranted for three (3) years from date of delivery.

11. Contractor(s) shall provide free consulting services within ten (10) days after request to assist any state department, agency, or institution in unit selection and proper equipment needs.

12. Orders: Orders placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid, inside dock delivery, at any one time to one destination, may be in quantities of 1 or more units per delivery.

SPECIFICATIONS (Cont'd)

IV. DELIVERY AND INSTALLATION

- A. Delivery: All equipment purchased from any ensuing contract shall be unit delivered F.O.B. destination, transportation charges prepaid, inside dock delivery. No additional charges shall be allowed for inside delivery. Contractor shall contact the ordering agency at least forty-eight (48) hours prior to delivery to make delivery appointment.
- B. Packaging: All microwave units shall be packed in substantial commercial cases as to insure safe delivery and acceptance.

V. DOCUMENTATION

The following documentation should be submitted with the bid response. If not supplied with the bid response, bidder will have five (5) days after the request from State Purchasing to provide requested documentation. Failure to provide the documentation within five (5) days, after request, will deem your bid not-responsive.

- A. Technical specification sheet for each microwave oven for which the bidder is offering pricing.
- B. Warranty information for each microwave oven for which the bidder is offering pricing.

MICROWAVE OVEN, DIAL CONTROL

OAKS ITEM ID: 14722
WATTS POWER: 1,000
INTERIOR CAVITY SIZE: 1.0 cu. ft. or under
ESTIMATED ANNUAL USAGE: 165 UNITS

MANUFACTURER	MODEL NUMBER	INPUT (OPERATING WATTS)	OUTPUT WATTS	EXTERIOR CABINET SIZE	INTERIOR CAVITY SIZE	POWER REQUIREMENT	PRICE EACH (F.O.B. Dest., Prepaid, Inside Dock)
SHARP	R21LCF	1.6 KW	1,000 WATTS	W: 20.5" D: 16" H: 12 1/8"	W: 13 7/8" D: 14 5/8" H: 8 1/8"	110V	\$208.00 EA

MICROWAVE OVENS, TOUCH PAD CONTROL, WITH BRAILLE TOUCHPAD INCLUDED

OAKS ITEM ID: 14723
WATTS POWER: 1,000
INTERIOR CAVITY SIZE: 1.0 cu. ft. or under
ESTIMATED ANNUAL USAGE: 58 UNITS

MANUFACTURER	MODEL NUMBER	INPUT (OPERATING WATTS)	OUTPUT WATTS	EXTERIOR CABINET SIZE	INTERIOR CAVITY SIZE	POWER REQUIREMENT	PRICE EACH (F.O.B. Destination, Prepaid, Inside Dock)
SHARP	R21LVF	1.6 KW	1,000 WATTS	W: 20.5" D: 16" H: 12 1/8"	W: 13 7/8" D: 14 5/8" H: 8 1/8"	110V	\$298.00 EA

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: RS900409-1 (11/30/11)



43212
The Cincinnati Ice Machine Co.
2350 Gilbert Ave
Cincinnati, OH 45206

DELIVERY: 14 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Mr. Chuck Gangloff

Toll Free Telephone: (800) 949-0665
Telephone: (513) 861-9000
FAX: (513) 861-0407
E-mail: cgangloff@fuse.net