

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER OT904013	OPENING DATE (1:00 p.m.) JANUARY 7, 2013	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. LDC029	BID NOTICE DATE DECEMBER 17, 2012	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): The Department of Natural Resources, Division of Parks and Recreation, and the Department of Administrative Services			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: ICE CUBES, BAGGED TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>01/01/13</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>11/30/15</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency. INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 09/2012, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions . All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void. By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State. Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.procure.ohio.gov/ . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to **"Excepted Products"**]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____ (State) Canada Mexico (Go to B-1)
 Other: (Specify Country) _____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
_____(Item) _____(Country of Origin)
_____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes (Go to C) No (Go to B-2) 
- Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT902513 effective 12/1/2012.

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, the Department of Natural Resources (DNR), within twenty-four (24) hours after receipt of order from the parks from Memorial Day to Labor Day and within one (1) business day during the balance of the calendar year or in accordance with a mutually agreeable delivery schedule; Delivery for the Department of Administrative Services (DAS) during an emergency will be upon mutually agreeable delivery schedule as events unfold. and, all deliveries will be 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.

MINIMUM ORDER: No order shall be placed against a contract awarded pursuant to this bid for less than twenty-five (\$25.00) dollars.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will determine the lot price for each bid region by multiplying the estimated annual usage for each park by its corresponding unit price and then adding these totals. For parks showing no usage, a usage of one (1) shall be used for evaluation. Failure to bid on all items within a bid region will disqualify the bidder for that region. Although there will be separate bid region awards made, bidders are eligible to receive multiple awards, provided he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by bid region. Failure to bid all line items / parks in a bid region will result in the bidder being deemed not responsive for the applicable bid region.

FIRM FIXED-PRICE CONTRACT: The contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

USAGE REPORTS: Every twelve (12) 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: Kellie Johnson.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

Bid Automobile Liability Checklist:

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 automobile liability with a Combined Single Limit of \$500,000.00.
- 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.

SPECIFICATION

I. SCOPE AND CLASSIFICATION

- A. Scope: The purpose of this term contract is to obtain a contractor(s) to furnish and deliver bagged ice cubes for resale at state parks in Ohio. The term of any contract issued pursuant to this bid shall be three (3) years, from January 1, 2013 through November 30, 2015.
- B. Classification
 - 1. Ice Cubes, Bagged
 - a. 7 lb. bags
 - b. 22 lb. bags

II. APPLICABLE DOCUMENTS

- A. Ohio Administrative Code, Chapter 901.3 – Food Safety
- B. Code of Federal Regulations, Title 21: Food and Drinks, Parts 101.3 – 101.5, and 101.105 – Labeling Requirements

III. REQUIREMENTS

- A. Facility: Ice shall be produced in a facility operating in accordance with safe sanitation and good manufacturing practices and under regular inspection for same by the Ohio Department of Agriculture, Division of Food Safety or other applicable entity if facility is not located in Ohio.
- B. Product
 - 1. Ice shall be produced from potable water.
 - 2. Ice shall be produced utilizing strict sanitation conditions and practices to assure a safe, wholesome product.
 - 3. Ice shall be provided in 7 lb. and 22 lb. bags.
 - 4. Bags shall be a minimum of 1.5 ml for 7 lb. bags and 2.0 ml for 22 lb. bags, clear, virgin plastic.
 - 5. Bags shall be labeled in accordance with legal requirements of paragraph II.B. of the bid specification.
 - 5. Bags shall be sealed by a ring closure or other acceptable method standard to the industry
- C. Merchandisers
 - 1. Contractor shall supply, at no additional charge to the state, an ice merchandiser, complete with lock and key, to each state park participating in the contract. Some parks may require multiple merchandisers.
 - 2. Merchandisers shall be clean, attractive, and in good working order.
 - 3. Contractor shall be responsible for maintaining merchandisers during the term of the contract.
 - 4. Contractor shall repair out of service merchandisers within three (3) business days of notification or shall replace unit.
 - 5. Contractor shall credit the state for ice that melts due to malfunctioning merchandisers.
 - 6. Merchandisers shall be 40 cu. ft. capacity.
- D. Delivery: Delivery shall be made within twenty-four (24) hours of request by the park from Memorial Day to Labor Day and within one (1) business day during the balance of the calendar year or in accordance with a mutually agreeable delivery schedule. Delivery for the DAS during an emergency will be upon mutually agreeable delivery schedule as events unfold. Multiple delivery locations within a bid region may be necessary during a EMA emergency.

SPECIFICATION (Cont'd.)

IV. NOTES

- A. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the state or the state's agent, the product(s) offered is (are) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act ("the ACT"), and not an article which may not, under the provisions of section 405, 505, or 512 of the Act, be introduced into interstate commerce.
- B. Park Listing: Some parks listed in the bid pricing pages are currently not participating in ice resale. The state of Ohio reserves the right to require delivery to these or to additional state park locations during the term of any contract issued pursuant to this ITB. Usage may also decline or be discontinued due to operation changes.
- C. If awarded contractor in one region fails to deliver during an emergency event, DAS reserves the right to purchase from another contractor that can deliver in the time required for said emergency. DAS reserves the right to charge damages, per the contract terms and conditions, to the contractor that failed to be able to deliver unless the failure to deliver was due to Force Majeure, "acts of God", per the contract terms and conditions.

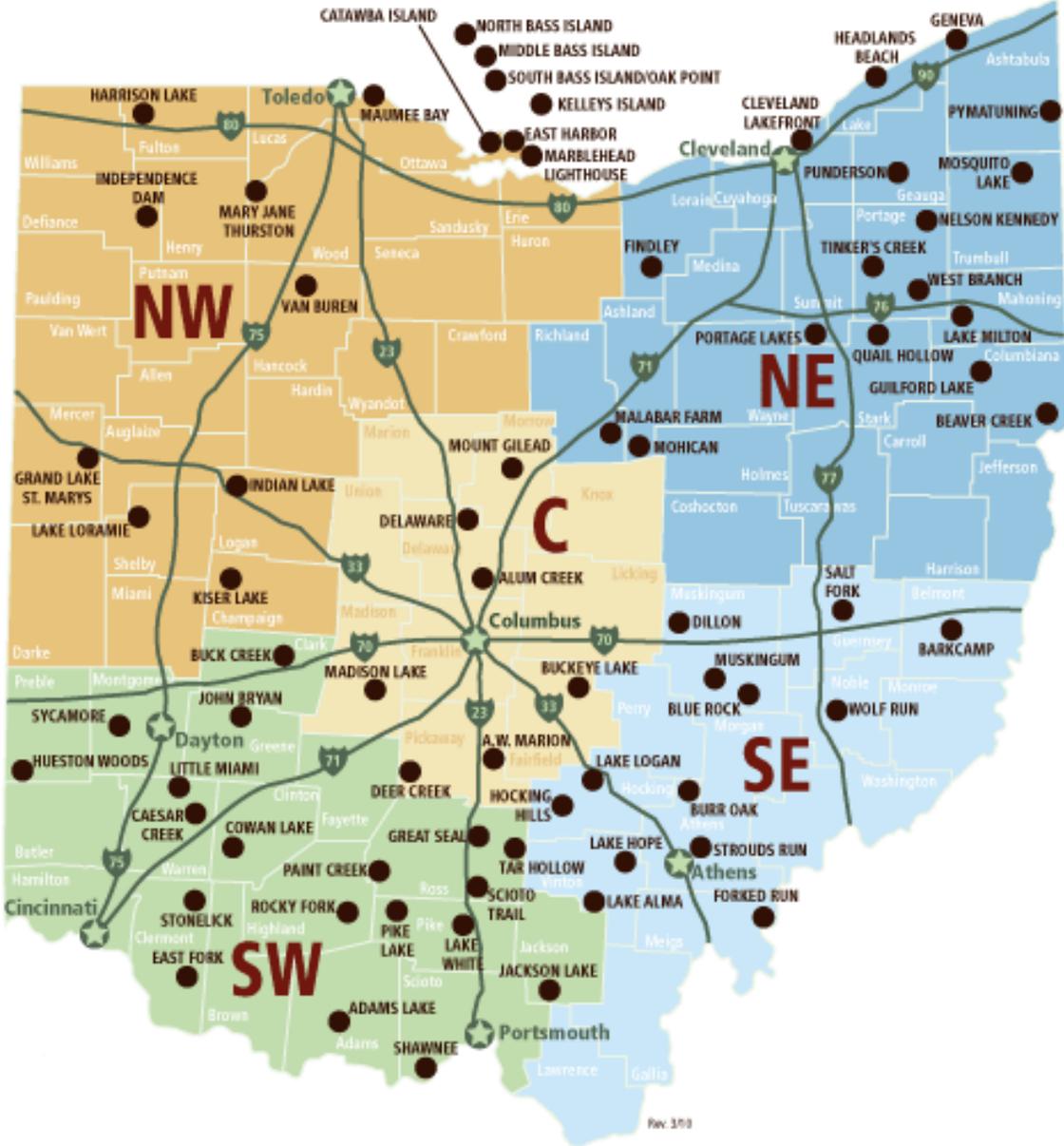
LOCATION	ITEM ID	EST. ANNUAL USAGE (7 LB. BAGS)	PRICE PER BAG (7 LB.)	ITEM ID	EST. ANNUAL USAGE (22 LB. BAGS)	PRICE PER BAG (22 LB.)
NORTHEAST REGION						
Findley State Park 25381 State Route 58, Wellington, OH 44090-9010 (440) 647-4490	3001	1000	\$	7830	1500	\$
Malabar Farm State Park 4050 Bromfield Road, Lucas, OH 44843-9745 (419) 892-2784	3002	0	\$	7831	0	\$
Mohican State Park 3116 State Route 3, Loudonville, OH 44842-9526 (419) 994-5125	3003	3500	\$	7832	2500	\$
Geneva State Park 4499 Padanarum Road, P.O. Box 429, Geneva, OH 44041-0429 (440) 466-8400	3004	0	\$	3005	0	\$
Lake Milton State Park 16801 Mahoning Avenue, Lake Milton, OH 44429-9675 (330) 654-4989	7881	0	\$	3006	0	\$
Mosquito Lake State Park 1439 State Route 305, Cortland, OH 44410-9303 (330) 637-2856	7882	2500	\$	3007	0	\$
Portage Lakes State Park 5031 Manchester Road, Akron, OH 44319-3909 (330) 644-2220	7883	100	\$	3008	0	\$
Pymatuning State Park 6260 Pymatuning Lake Road, P.O. Box 1000, Andover, OH 44003-1000 (440) 293-6030	7884	0	\$	3009	0	\$
Quail Hollow State Park 13480 Congress Lake Avenue, Hartville, OH 44632-9300 (330) 877-1528	7885	0	\$	3010	0	\$
Wingfoot Lake State Park 993 Goodyear Park Blvd., Suffield, OH 44260 (330) 628-4720	TBD	100	\$	TBD	0	\$
West Branch State Park 5708 Esworthy Road, Ravenna, OH 44266-9617 (330) 296-3239	7886	7669	\$	3011	266	\$
Beaver Creek State Park 12021 Echo Dell Road, East Liverpool, OH 43920-9719 (330) 385-3091	3397	0	\$	9433	0	\$

LOCATION	ITEM ID	EST. ANNUAL USAGE (7 LB. BAGS)	PRICE PER BAG (7 LB.)	ITEM ID	EST. ANNUAL USAGE (22 LB. BAGS)	PRICE PER BAG (22 LB.)
NORTHEAST REGION (cont.)						
Guilford Lake State Park 6835 East Lake Road, Lisbon, OH 44432-9444 (330) 222-1712	3398	472	\$	3399	557	\$
Jefferson Lake State Park 501 TWP Road 261A, Richmond, OH 43944-7832 (740) 765-4459	9434	0	\$	9289	0	\$
Cleveland Lakefront State Park 8701 Lake Shore Boulevard, Cleveland, OH 44108-1069 (216) 881-8141	3635	0	\$	9290	0	\$
Headlands Beach State Park 9601 Headlands Road, Mentor, OH 44060-1001 (216) 881-8141	3636	0	\$	9291	0	\$
Punderson State Park P.O. Box 338, 11755 Kinsman Road, Newbury, OH 44065-9691 (440) 564-9144	3637	0	\$	9292	0	\$
SOUTH WEST REGION						
Buck Creek State Park 1901 Buck Creek Lane, Springfield, OH 45502-8876 (937) 322-5284	3168	774	\$	3169	569	\$
Sycamore State Park 4675 North Diamond Mill Road, Trotwood, OH 45426-4254 (513) 523-6347	8424	0	\$	3174	0	\$
Caesar Creek State Park 8570 East State Route 73, Waynesville, OH 45068-8502 (513) 897-3055	7848	0	\$	3315	0	\$
Cowan Lake State Park 1750 Osborn Road, Wilmington, OH 45177-8615 (937) 382-1096	7849	0	\$	3316	0	\$
East Fork State Park P.O. Box 119, Bethel, OH 45106-0119 (513) 734-4323	8028	0	\$	3317	0	\$

LOCATION	ITEM ID	EST. ANNUAL USAGE (7 LB. BAGS)	PRICE PER BAG (7 LB.)	ITEM ID	EST. ANNUAL USAGE (22 LB. BAGS)	PRICE PER BAG (22 LB.)
SOUTH WEST REGION (cont'd)						
Hueston Woods State Park 6301 Park Office Road, College Corner, OH 45003-9040 (513) 523-6347	8029	0	\$	6189	0	\$
John Bryan State Park 3790 State Route 370, Yellow Springs, OH 45387-7724 (937) 767-1274	3318	172	\$	8030	0	\$
Stonelick State Park 2895 Lake Drive, Pleasant Plain, OH 45162-9639 (513) 625-7544	3319	0	\$	8031	0	\$
Great Seal State Park 635 Rocky Road, Chillicothe, OH 45601-9469 (740) 663-2125	3320	0	\$	8032	0	\$
Jackson Lake State Park 35 Tommy Been Road, P.O. Box 174, Oak Hill, OH 45656-8540 (740) 682-6197	3321	68	\$	8033	0	\$
Lake White State Park 2767 State Route 551, Waverly, OH 45690 (740) 947-4059	3322	0	\$	8034	0	\$
Paint Creek State Park 14265 U.S. Route 50, Bainbridge, OH 45612 (937) 365-1401	3323	0	\$	3324	0	\$
Pike Lake State Park 1847 Pike Lake Road, Bainbridge, OH 45612-9640 (740) 493-2212	8035	0	\$	3325	0	\$
Rocky Fork State Park 9800 North Shore Drive, Hillsboro, OH 45133-9203 (937) 393-4284	8036	0	\$	3326	0	\$
Scioto Trail State Park 144 Lake Road, Chillicothe, OH 45601-9478 (740) 663-2125	8037	555	\$	3327	0	\$
Shawnee State Park 4404 State Route 125, Portsmouth, OH 45663-9003 (740) 858-6652	8038	0	\$	3328	0	\$
Tar Hollow State Park 16396 Tar Hollow Road, Laurelville, OH 43135-9210 (740) 887-4818	3394	1447	\$	9430	0	\$

LOCATION	ITEM ID	EST. ANNUAL USAGE (7 LB. BAGS)	PRICE PER BAG (7 LB.)	ITEM ID	EST. ANNUAL USAGE (22 LB. BAGS)	PRICE PER BAG (22 LB.)
SOUTH EAST REGION						
Blue Rock State Park 7924 Cutler Lake Road, Blue Rock, OH 43720-9728 (740) 674-4794	7887	270	\$	3012	287	\$
Dillon State Park 5265 Dillon Hills Drive, Nashport, OH 43830-9568 (740) 453-4377	7889	1157	\$	3014	1295	\$
Salt Fork State Park 14755 Cadiz Road, Lore City, OH 43755-9602 (740) 439-3521	7890	7836	\$	3015	0	\$
Burr Oak State Park 10220 Burr Oak Lodge Road, Glouster, OH 45732-8909 (740) 767-3570	8039	772	\$	3329	0	\$
Forked Run State Park 63300 State Route 124, P.O. Box 127, Reedsville, OH 45772-0127 (740) 378-6206	8040	1185	\$	3330	0	\$
Hocking Hills State Park 19852 State Route 664 South, Logan, OH 43138-9537 (740) 385-6842	8041	3181	\$	3331	2907	\$
Lake Alma State Park Lake Alma Road, Wellston, OH 45692 (740) 384-4474	8042	203	\$	3332	0	\$
Lake Hope State Park 27331 State Route 278, McArthur, OH 45651-8220 (740) 596-5253	3391	1153	\$	9427	0	\$
Lake Logan State Park 30443 Lake Logan Road, Logan, OH 43138-9546 (740) 385-6842	3392	0	\$	9428	0	\$
Strouds Run State Park 11661 State Park Road, Athens, OH 45701-9781 (740) 592-2302	3393	0	\$	9429	0	\$
Wolf Run State Park 16170 Wolf Run Road, Caldwell, OH 43724-9503 (740) 732-5035	3395	1070	\$	9431	0	\$
Barkcamp State Park 65330 Barkcamp Park Road, Belmont, OH 43718-9733 (740) 484-4064	3396	1560	\$	9432	0	\$

REGION REFERENCE MAP



<http://www.dnr.state.oh.us/parks/parks/locatormap/tabid/726/Default.aspx>