

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	OPENING DATE (1:00 p.m.)	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
OT904216	DECEMBER 30, 2015	CITY	STATE ZIP
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
		CONTRACTOR'S E-MAIL ADDRESS	
REQ./INDEX NO. LDC005	BID NOTICE DATE DECEMBER 10, 2015		

SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)

E-Mail 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): OHIO DEPARTMENT OF NATURAL RESOURCES and OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, OHIO PENAL INDUSTRIES, as applicable

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:

FISH FEED; TROUT, SALMON, STEELHEAD AND MEDICATED ADDITIVES

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 04/01/16 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 03/31/19 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 agency.

[INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS](#), Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. 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.

INQUIRIES: All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, <http://procure.ohio.gov/>. Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.

	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE
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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.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within fourteen (14) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. Exceptions may be made with prior approval of the Hatchery Superintendent. 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.

AUTHORIZED DELIVERY LOCATIONS: The following are the authorized delivery locations for materials ordered pursuant to any contract awarded as a result of this Invitation To Bid.

OHIO DEPARTMENT OF NATURAL RESOURCES – FISH HATCHERY DELIVERY LOCATIONS

Castalia State Fish Hatchery (CASFH) 7018 Homegardner Road Castalia, Ohio 44824	London State Fish Hatchery (LOSFH) 2470 Roberts Mill Road SW London, Ohio 43140	St. Marys State Fish Hatchery (SMSFH) 01735 Feeder Road St. Marys, Ohio 45885
Hebron State Fish Hatchery (HESFH) 10517 Canal Road SE Hebron, Ohio 43025	Senecaville State Fish Hatchery (SESFH) 57199 Seneca Dam Road Senecaville, Ohio 43780	Kincaid State Fish Hatchery (KISFH) 7487 SR 124 Latham, Ohio 45646

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION OHIO PENAL INDUSTRIES – FISH FARM DELIVERY LOCATIONS

Ohio Penal Industries Fish Farm Southeastern Correctional Institution 5900 Bis Road Lancaster, Ohio 43130	Ohio Penal Industries Fish Farm Ross Correctional Institution 16149 State Route 104 Chillicothe, OH 45601
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During the term of any resulting contract the state of Ohio, Department of Administrative Services and Department of Natural Resources and Department of Rehabilitation and Correction reserve the right to add additional sites within the state of Ohio for delivery as required.

SHIPPING INFORMATION AND TRANSPORTATION TRACKING FOR SHIPPED ORDERS: Upon shipment of any order pursuant to this Bid/Contract, the Contractor shall notify each ODNR or ODRC/OPI contact or his/her designated contact for which the shipment(s) is designated of the shipment date and full shipping information including the date shipped, bill of lading and/or carrier progressive number, delivery tracking identification number(s) and the identity and full contact information for the carrier transporting the shipment as well as procedures for contacting the carrier. Upon award of a Contract, ODNR and DRC OPI will furnish the awarded contractor all location contact information required for the Contractor to comply with this clause.

REFRIGERATION OR CLIMATE CONTROLLED SHIPMENT REQUIREMENTS: During warmer months ODNR and ODRC/OPI representatives may request refrigerated or climate controlled transportation equipment be used for shipment and delivery of the items on this contract. If requested the contractor will provide such service as well as an estimate of the additional costs associated with the service. The actual additional costs for refrigerated or climate controlled trailer service shall be in addition to the feed and additive prices on this Bid/Contract and shall be added as a separate line on the contractor's invoice and supported by an actual copy of the freight invoice for such service.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". The quoted price per pound of each item will be multiplied by the estimated annual usage in pounds of that item for an annual estimated cost for each item. The annual estimated cost for all items will be summed to determine the lowest responsive bidder for all items.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total.

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

AUTHORIZED DISTRIBUTOR OR MANUFACTURERS REPRESENTATIVE: Bidders responding to this Bid must be manufacturers, representatives of manufacturers or authorized distributors of the items bid. Bidders may be required to submit proof of the above. If requested, bidders will have seven (7) calendar days to provide proof of the relationship. If requested Bidders shall submit certification attesting that they are the manufacturer or an authorized dealer, mill representative, distributor or broker of the products being bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized employee of the manufacturer.

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.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within seven (7) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

MINIMUM ORDER: The minimum order for any item in this ITB/Contract will be eighty (80) pounds. Billing for orders subject to this contract which are eighty (80) pounds or greater but less than five thousand (5,000) pounds shall be governed by S-10 of the Contract Supplemental Terms and Conditions. All transportation charges added to the invoice must be supported by a copy of the carrier's invoice for same.

The minimum order for items placed in accordance with this contract for delivery, F.O.B. destination transportation charges prepaid, at any one time to one destination for single or combined items, shall not be less than five thousand (5,000) pounds. The agency will endeavor to place orders in larger increments for deliveries to at least one but not more than three hatchery locations, or in thirty thousand (30,000) pound or larger which may include up to three hatchery drops. The terms for these type multiple drop deliveries will be F.O.B. delivered, transportation charges prepaid.

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".

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

USAGE REPORTS: Every six (6) months the contractor must submit a report (on electronic media or via email in Excel format) indicating sales generated by this contract. The report shall list usage by hatchery, by line item, showing the quantities in pounds and dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walter Schneider or emailed to walter.schneider@das.state.oh.us

FDA REGISTRATION: Pursuant to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act) all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food & Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: <http://www.fda.gov/food/guidanceregulation/foodfacilityregistration/default.htm>
The bidder certifies that they or their supplier complies with this requirement.

SUBSTITUTION OF ITEMS: During the term of any ensuing contract, the awarded bidder/contractor may provide alternate items other than those indicated in the Bid Prices below. Prior to the provision of any alternate however, the contractor must notify and obtain written permission from the state of Ohio DAS Office of Procurement Services and the Ohio Department of Natural Resources, Division of Wildlife's Fish Management Section. DAS and/or ODNR, Division of Wildlife Fish Management Section may require samples prior to the approval of any alternate item(s). Unauthorized substitutions may result in suspension or cancellation of the contract.

SPECIFICATIONSI. SCOPE AND CLASSIFICATION:A. SCOPE:

1. The State of Ohio, Department of Natural Resources has requirements for various types of trout, salmon, steelhead feed. These various types of feed will be used at Department of Natural Resources and Ohio Department of Rehabilitation and Correction, Ohio Penal Industries Fish Hatcheries throughout the State of Ohio.
2. These specifications state the minimum levels of protein, fat, fiber, ash, moisture, digestible energy and Vitamins A, D and E and size tolerances, limits and other specifications for pelleted, granulated, extruded and crumbled trout, salmon, and steelhead fish feeds. These requirements are specified in the Trout, Salmon, and Steelhead Feed Minimum Content Specifications table on page 7 of this Invitation to Bid.

B. CLASSIFICATION OF ITEMS.

1. Starter Mash Feed, (Sizes Crumbled, #1 and #2)
2. Salmon Smolt Feed, Sinking (Sizes 1mm, 2mm and 3mm)
3. Steelhead Feed, Floating (Sizes 1.5mm, 2.5mm, 3.5mm, 4.5mm and 5.5mm)
4. Extruded Salmon Feed, Slow Sinking (Sizes 1.6mm and 2mm)
5. Extruded Trout Feed, Slow Sinking (Sizes 3mm, 4mm and 8mm)
6. Trout Feed, Pelleted, Slow Sinking (Size 5mm)
7. Broodstock, Trout Feed, Floating (Size 7.5mm)
8. Aquaflor (florfenicol) NADA #141-246; 227 mg per pound of feed (additive)
9. Aquaflor (florfenicol) NADA #141-226; 454 mg per pound of feed (additive)
10. Terramycin 200 (oxytetracycline dehydrate) NADA #038-439; 4 grams per pound of feed (additive)
11. Romet-30 (sulfadimethoxine / ormentoprim) NADA #038-439; 1.665% by weight (additive)

II. REQUIREMENTS:

- A. All feed delivered pursuant to this Bid/Contract must be no older than twenty (20) days after milling date at time of delivery. Each bag must be plainly marked with both the milling and expiration date of the contents.
- B. Feed must not have moisture content more than 10%.

SPECIFICATIONS (Continued)

- C. Feed must be packaged in new bags suitable for the purpose intended which are capable of providing protection from the normal rigors of storage and transportation for the products contained therein and of sufficient strength to sustain normal hatchery handling. The net weight of feed in bags is to be either forty (40) and fifty (50) pounds depending on feed type. Each bag must be labeled to show the feed size and diet identification. Labeling shall include minimum Protein, minimum Fat and Maximum Fiber, Moisture and Ash content. Each bag must be marked with the milling date, expiration date and lot/batch identification information.
- D. Prices for the various feeds will be per pound.
- E. The State may request medicated additives at an additional price per pound added to the price of the feed ordered. The additional price per pound for medicated additives as listed in Items 8. through 11. above must be furnished with this Bid.
- F. All feed items shall be offered in various sizes as indicated herein.

- 1. Numbered feed must meet the following size specifications

<u>Size</u>	<u>Must Pass Through U.S. Sieve Size*</u>	<u>Must Pass Over U.S. Sieve Size*</u>
# 2 (.84 – 1.38mm)	No. 14	No. 20
# 1 (.59 - .84mm)	No. 20	No. 34

*U.S. Sieve Size per ATSM Active Standard E11-04.

- 2. Extruded pellets must be the same length as diameter and must be available increments from 1.6mm through 8mm.
- 3. Slow sinking feed must be sized in whole millimeter increments, sizes 1mm through 8mm.
- 4. Floating feeds must be sized in the following increments: 1.5mm, 2.5mm, 3.5mm, 4.5mm, 5.5mm, 6.5mm, and 7.5mm.
- 5. A minimum of eighty-five percent (85%) of the feed by weight must meet specified sieve or pellet size. There will be no more than two percent (2%) fines per bag by weight.
- G. Sinking Feed must have a minimum density of 35 pounds per cubic foot.
- H. Slow Sinking Feed must have a maximum density of 33 pounds per cubic foot and a minimum density of 29 pounds per cubic foot.
- I. Floating Feed must have a maximum density of 25 pounds per cubic foot.
- J. All fish feeds provided to the state of Ohio under this ITB/Contract will not contain melamine and melamine analogues (cyanuric acid, ammeline and ammeline) over 50ppb.

SPECIFICATIONS (Continued)

K. Below are content specifications for each type of feed specified for use by the Ohio Department of Natural Resources Fish Hatcheries and Ohio Department of Rehabilitation and Correction, Ohio Penal Industries locations.

Feed Type	Minimum Protein % (1)	Minimum Oil %	Maximum Fiber %	Maximum Ash %	Maximum Moisture %	Digestible Energy MJ/kg Minimum	Vit A IU/kg Minimum	Vit D IU/kg Minimum	Vit E IU/kg Minimum	Sizes Required
Starter, Crumbled	52	16	1	12	8%	17.9	10000	500	250	Mash, #1, #2
Salmon Smolt, Sinking	45	19	3	12	10%	19.4	10000	500	250	1mm 2mm 3mm
Steelhead, Floating	45	16	3	12	10%	18.1	10000	500	250	1.5mm 2.5mm 3.5mm 4.5mm 5.5mm
Salmon, Extruded, Slow Sinking	45	19	3	12	10%	19.4	10000	500	250	1.6mm, 2mm
Trout, Extruded, Slow Sinking	40	10	3	12	10%	14.6	8000	450	200	3mm, 4mm, 8mm
Trout, Pelleted, Sinking	40	10	3	12	10%	14.6	8000	450	200	5mm
Broodstock Trout, Floating	48	15	3	12	10%	14.5	10000	500	250	7.5mm

(1) At least 55% of the protein percentage requirement must be from high quality fish meal. High Quality Fish Meal shall be used to satisfy the protein requirements of each feed as delineated above for each feed item High Quality Fish Meal will be whole fish meal and meet as a minimum the following specification:

1. Protein content: Minimum 65%
2. Ash content: Maximum 18%
3. Salt content: Maximum 3%
4. Pepsin Digestibility: Not Less than 94%

INSTRUCTIONS TO BIDDERS

1. Bidders must submit all bids in United States Dollars (\$USD)
2. Bid amounts must contain no more than three (3) places to the right of the decimal point. DAS will disregard any numbers more than three places to the right of the decimal point.
3. Bidders shall indicate the Brand and/or Manufacturer and the item number for all items offered. Upon award of a contract, the manufacturer/brand and item offered will become the only authorized item(s). If during the term of the contract, the awarded Contractor has need to offer alternate items, the Substitution of Items clause on page 5 shall apply..

BID PRICESTrout and Salmon Feed Items Ohio Department of Natural Resources Fish Hatcheries and Ohio Department of Rehabilitation and Correction, Ohio Penal Industries Locations

Bid Item #	UNSPSC	Name	Size	Unit of Measure (UoM)	Estimated Annual Use (Lbs.)	Manufacturer Name	Manufacturer Item/Stock #	Bid Price (\$ per Lb.)
1	10121700	Starter/Fry Feed	Mash	Lb.	2000			
			#1		5000			
			#2		10000			
2	10121700	Salmon Smolt, Sinking	1mm	Lb.	7000			
			2mm		14000			
			3mm		36000			
3	10121700	Steelhead, Floating	1.5mm	Lb.	7000			
			2.5mm		7000			
			3.5mm		12000			
			4.5mm		23000			
			5.5mm		56000			
4	10121700	Extruded Salmon, Slow Sinking	1.6mm	Lb.	7000			
			2mm		20000			
5	10121700	Extruded Trout Slow Sinking	3mm	Lb.	53000			
			4mm		12000			
			8mm		9000			
6	10121700	Pelleted Trout, Sinking	5mm	Lb.	10000			
7	10121700	Broodstock Trout, Floating	7.5mm	Lb.	1000			

Medicated Additives.

Bid Item #	UNSPSC	Name	Unit of Measure (UoM)	Estimated Annual Use (Lbs.)	Manufacturer Name	Manufacturer Item/Stock #	Additional Price per Lb. of Feed (\$USD)
8	51102600	Aquaflor 227mg/Lb. of Feed	Lb.	2000			
9	51102600	Aquaflor 454mg/Lb. of Feed	Lb.	2000			
10	51102600	Terramycin 200 4 grams/Lb.	Lb.	5000			
11	51102600	Romet-30 1.665% by Weight	Lb.	2000			

BIDDERS SHALL COMPLETE THE FOLLOWING:

Contains recycled materials – Y/N: _____. if Yes _____%. (Will not be part of the evaluation).

BIDDERS SHALL COMPLETE THE FOLLOWING:

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

DISCLOSURE OF FULFILLMENT HOUSES:

Fulfillment Houses are defined as follows: A third party that performs outsourced storage, order picking, packing, shipment and/or tracking activities for the Contractor. Bidders using a third party to drop ship orders are using a Fulfillment House. Bidders seeking to enter into a materials contract shall disclose the following: (use additional sheets if necessary)

If awarded a contract under this Invitation To Bid, do you intend to use Fulfillment Houses as defined above to fulfill your obligations under any ensuing contract? Yes: No:

If you answered yes above, complete the following information.

a) Principal location of business for the contractor (Name/City/State/Country)

b) Principal location of all Fulfillment Houses (Name/City/State/Country)

c) Location where inventory to support the Contract will be maintained (Name/City/State/Country)

d) Has this Fulfillment House ever been asked to withdraw from a contract with the state of Ohio, either as a Fulfillment House or as a direct contractor to the State? Yes No

e) Has this Fulfillment House ever been asked to withdraw from a contract with another state or government body?
Yes No

The state of Ohio neither approves nor disapproves of any Fulfillment House. The State reserves the right to authorize or fail to authorize the use of any Fulfillment House. Prior removal from a contract or contracts may be cause for disqualification.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is complete, correct, true and accurate. The Bidder agrees that no changes will be made to this list of fulfillment houses without amendment to the contract issued subsequent to the analysis of bids. Any attempt by the Bidder/Contractor to change or otherwise alter Fulfillment House locations where services will be performed without prior amendment to the contract, 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.

BIDDERS SHALL COMPLETE THE FOLLOWING:

Bid Automobile Liability Checklist:

Bidder shall indicate, by checking the appropriate box(es) below, which mode(s) 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.