

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

MANDATORY USE CONTRACT FOR: Ice Cubes, Bagged

CONTRACT No.: OT902513EFFECTIVE DATES: 12/01/12 to 10/30/15
Renewal through 11/30/16 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902513 that opened on 10/15/12 and to Bid No. OT903113 that opened on 11/26/2012, and to Bid No. OT904013 that opened on 01/07/2013. 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 the Department of Natural Resources, Division of Parks and Recreation, and 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:

Kellie Johnson
kellie.johnson@das.state.oh.us

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

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

* To indicate a renewal of the contract for an additional twelve (12) months, effective 12/01/15 through 11/30/16.

Signed: _____
Robert Blair, Director Date

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* Denotes change of an additional Contractor Index page added with Amendment 2.

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. For the Department of Administrative Services bid regions the usages is unknown, but could be ordered in truck loads, a usage of one (1) shall be used for evaluation. Lot price will be determined by adding the seven (7) pound truckload per bag price plus the twenty-two (22) pound truckload per bag price together. Bidders must bid both non truck load price and truck load price for each bid region that they bid on. Failure to bid on all items within a bid region will disqualify the bidder for that region. Although there will be separate bid regions 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 for the Department of Natural Resources and then by bid region for the Department of Administrative Services. Failure to bid all line items / parks / DAS 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.

N/A	

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.

SPECIFICATIONS

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 and for emergency use by the Department of Administrative Services (DAS) when the Emergency Management Agency (EMA) is activated. The term of any contract issued pursuant to this bid shall be three (3) years, from December 1, 2012 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.

SPECIFICATIONS (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.

PRICE SCHEDULE

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.)
Northwest Region Awarded to Luc Ice						
NORTHWEST REGION						
Independence Dam State Park 27722 State Route 424, Defiance, OH 43512-8766 (419) 237-1503	7674	0	\$0.67	2704	0	\$1.95
Van Buren State Park 12259 Township Road 218, Van Buren, OH 45889-9702 (419) 832-7662	2705	0	\$0.67	7675	0	\$1.95
Kelleys Island State Park Campground 920 Division Street, Kelleys Island, OH 43438-9704 (419) 797-4530	7676	0	\$0.67	2706	0	\$1.95
East Harbor State Park 1169 North Buck Road, Lakeside Marblehead, OH 43440-9610 (419) 734-4424	2707	3700	\$0.67	7677	2842	\$1.95
Harrison Lake State Park 26246 Harrison Lake Road, Fayette, OH 43521-9779 (419) 237-2593	2708	2117	\$0.67	7678	0	\$1.95
** Lake Loramie State Park 4401 Ft. Loramie Swanders Rd. Minster, OH 45865	24922	1735	\$0.67	24923	2084	\$1.95
Mary Jane Thurston State Park 1-466 State Route 65, McClure, OH 43534-9711 (419) 832-7662	2856	200	\$0.67	2857	2857	\$1.95
Maumee Bay State Park 1400 State Park Road, Oregon, OH 43618-9664 (419) 836-7758	8209	2839	\$0.67	2858	2089	\$1.95
* Middle Bass Island, Lake Erie Islands State Park 4049 East Moores Dock Road, Port Clinton OH 43452-9704 (419) 797-4530	8210	1834	\$0.67	7828	0	\$1.95
* South Bass Island, Lake Erie Islands State Park 4049 East Moores Dock Road, Port Clinton OH 43452-9704 (419) 797-4530	3000	1962	\$0.67	7829	0	\$1.95
Grand Lake St. Marys State Park 834 Edgewater Drive, St. Marys, OH 45885-1132 (419) 394-3611	8420	0	\$0.67	3170	0	\$1.95
Indian Lake State Park 12774 State Route 235 North, Lakeview, OH 43331-9394 (937) 843-2717	8421	0	\$0.67	3171	0	\$1.95
Kiser Lake State Park 4889 North State Route 235, St. Paris, OH 43072-9567 (937) 362-3822	8422	443	\$0.67	3172	368	\$1.95

* Park access via ferry
 ** Indicates the addition of ice service to Lake Loramie State Park.

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 Awarded to Home City Ice *						

* To remove Home City Ice from this contract, effective 12/01/15.

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.) *						
Central Region Awarded to Capital City Ice						
CENTRAL REGION						
Buckeye Lake State Park 2905 Liebs Island Road, P.O. Box 488, Millersport, OH 43046-0488 (740) 467-2690	7888	0	\$0.69	3013	0	\$2.15
A.W. Marion State Park 7317 Warner-Huffer Road, Circleville, OH 43113-9235 (740) 869-3123	7891	260	\$0.69	3016	0	\$2.15
Alum Creek State Park 3615 S. Old State Road, Delaware, OH 43015-9455 (740) 548-4631	7892	1740	\$0.69	3017	2970	\$2.15
Deer Creek State Park 20635 Waterloo Road, Mt. Sterling, OH 43143-9501 (740) 869-3124	7893	2227	\$0.69	3018	2690	\$2.15
Delaware State Park 5202 U.S. 23 North, Delaware, OH 43015 (740) 369-2761	7894	2000	\$0.69	3019	1864	\$2.15
Mt. Gilead State Park 4119 State Route 95, Mt. Gilead, OH 43338-9586 (419) 946-1961	7895	310	\$0.69	3020	0	\$2.15

* To remove Home City Ice from this contract, effective 12/01/15.

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.)
Southwest Region Awarded to Home City Ice *						

* To remove Home City Ice from this contract, effective 12/01/15.

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.)
SOUTHWEST REGION (cont.) *						

* To remove Home City Ice from this contract, effective 12/01/15.

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.)
Southeast Region Awarded to Home City Ice *						

* To remove Home City Ice from this contract, effective 12/01/15.

LOCATION	ITEM NUMBER	NON TRUCKLOAD PRICE PER BAG (7 LB.)	ITEM NUMBER	TRUCKLOAD PRICE PER BAG (7 LB.)	ITEM NUMBER	NON TRUCKLOAD PRICE PER BAG (22 LB.)	ITEM NUMBER	TRUCKLOAD PRICE PER BAG (22 LB.)
DAS Emergency Locations Awarded to Capital City Ice								
Department of Administrative Services								
Delivery Locations TBD								
For emergency events only.								
North West Region	23379	\$ 0.69	23380	\$ 0.69	23389	\$2.15	23390	\$2.15
North East Region	23381	\$ 0.69	23382	\$ 0.69	23394	\$2.15	23395	\$2.15
Central Region	23383	\$ 0.69	23384	\$ 0.69	23396	\$2.15	23397	\$2.15
South West Region	23385	\$ 0.69	23386	\$ 0.69	23398	\$2.15	23399	\$2.15
South East Region	23387	\$ 0.69	23388	\$ 0.69	23400	\$2.15	23401	\$2.15

CONTRACTOR INDEX

CONTRACTOR AND TERMS:



OAKS Vendor ID: 0000136956
D&D Group Ltd.
dba- Capital City Ice
3080 Valleyview Drive
Columbus, OH 43204

BID CONTRACT NO.: OT902513-1 (12/1/12)

DELIVERY: As specified on pages 3 & 5

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Mr. Greg Steele

Telephone: (614) 272-8404
FAX: (614) 272-2040
E-Mail: gregg@capitalcityice.com

REGION AWARDS: Central and DAS Emergency

CONTRACTOR AND TERMS:



OAKS Vendor ID: 0000207126
*Luc Ice
728 S. Railroad Street
Port Clinton, OH 43452

BID CONTRACT NO.: OT902513-2 (12/1/12)

DELIVERY: As specified on pages 3 & 5

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Mr. Jeff Meier

Telephone: (419) 734-2201
FAX: (419) 734-8921
E-Mail: lucice@frontier.com

REGION AWARDS: Northwest

* Northwest Region awarded to Luc Ice with Invitation to Bid No.: OT903113.

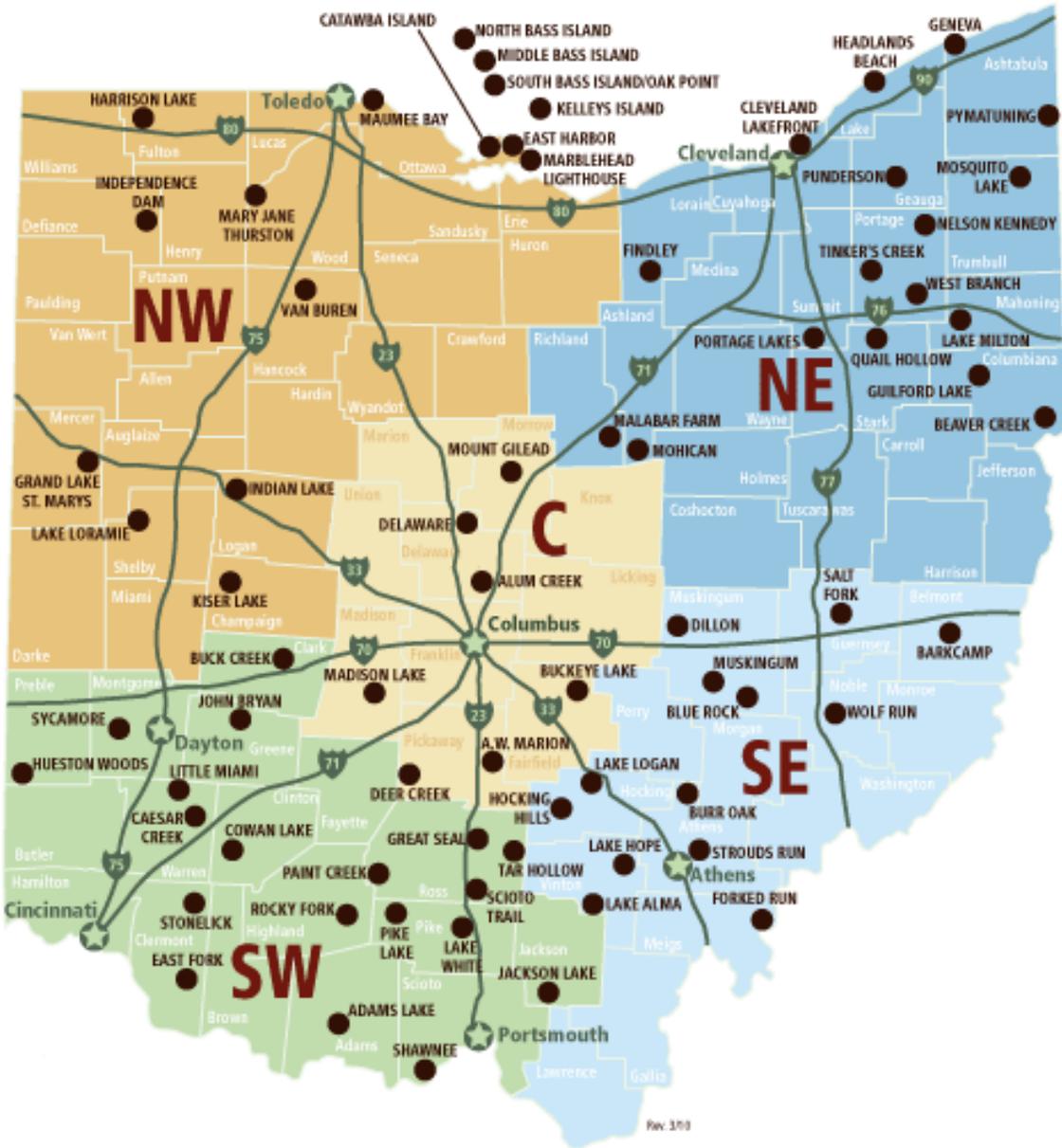
CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT902513-3 (01/1/13)

* OAKS Vendor ID: 0000044771

* To remove Home City Ice from this contract, effective 12/01/15.

REGION REFERENCE MAP



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

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
6	12/01/2015	Amendment #6 is issued to renew the subject contract an additional twelve (12) months, effective 12/01/15 through 11/30/16. And to remove Home City Ice from the contract.
5	11/01/2015	Amendment #5 is issued to renew the subject contract an additional one (1) month, effective 11/01/15 through 11/30/15.
4	05/22/2013	To indicate the addition of ice service to Lake Loramie State Park.
3	05/01/2013	To indicate the removal ice service to Catawba Island and the addition of ice service to Kelleys Island State Park.
2	01/08/2013	Northeast, Southeast and Southwest Regions awarded to Home City Ice with Invitation to Bid No.: OT904013
1	12/01/2012	Northwest Region awarded to Luc Ice with Invitation to Bid No.: OT903113.