

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

REQUIREMENTS CONTRACT: VENDING & FOOD SERVICE EQUIPMENT - REPAIR, TRANSPORT, & HOLDING

CONTRACT No.: OT906409

EFFECTIVE DATES: 01/01/09 to 12/31/14

*Renewal through 12/31/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT906409 that opened on 12/10/08. 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 Rehabilitation Services Commission, 400 East Campus View Blvd., Columbus, OH 43235-4604 dba Bureau of Services for the Visually Impaired, Business Enterprise Program, 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.

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

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

*Denotes contract renewal with amendment 5.

Signed: _____
Robert Blair, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Special Contract Terms and Conditions	3-5
Amendments to Contract Terms and Conditions	3
Specification Questions	3
Mandatory/Required Submissions	3
Descriptive Literature	3
Evaluation	3
Contract Award	3
Contract Renewal	3
Subcontracting	4
Delivery and Acceptance	4
Liquidated Damages	4
Incurred Costs	4
Transportation Charges	4
Special Charges	4
Fixed-Price With Economic Adjustment	4
Temporary Fuel Adjustment	5
Insurance Renewal Document	5
DMA Renewal Document	5
AA/EEO Renewal Document	5
Usage Reports	5
Specifications and Requirements	6-12
I. Scope	6
II. Agency Responsibilities	6
III. Contractor's Basic Service Requirements	7
IV. On-Site Repair Service and Trip Charge	7
V. Equipment Transport	8
VI. Equipment Assessment for Refurbishment or Replacement	9
VII. Equipment Refurbishment	9
VIII. Equipment Holding for Redeployment or Salvage	9
IX. Equipment Access During Storage	10
X. Contractor Personnel Requirements	10
XI. Contractor – System Access	10
XII. Bar-Code and GPS	10
XIII. Work Progress and Summary Reports	11
XIV. Annual Reporting	11
XV. Invoicing and Payment	12
XVI. Warranty	12
XVII. Records Storage & Retention	12
 <u>CONTRACT ITEMS</u>	
Price Schedule	13-15
 Contractor Index	 16
Exhibits	17-18
Bid Exhibit One – District Map	17
Bid Exhibit Two – RSC Vending and Foodservice Sites	18
Bid Exhibit Three – RSC Vending and Foodservice Equipment Inventory	18
Bid Exhibit Four – RSC District Staff Eligible to Authorize Service Work Orders	18

SPECIAL CONTRACT TERMS AND CONDITIONS

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.

EXCEPTIONS: Any exceptions to these specifications must be explicitly detailed in the Bidder's response. Exceptions will not disqualify a Bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal Bid Responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the Bid Response. The State will require the Bidder to retract any intolerable exceptions in order to remain in consideration for award.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this Bid is provided on page one (1) of the Bid. Through the indicated inquiry closure date, Bidders may visit the Procurement Services website to post Bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Procurement Services website and linked to the Bid Number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the Bid document is downloaded. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this Bid. Only Bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the Bid Response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the Bid Response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed as not responsive and the Bid Response will be immediately disqualified with no further consideration given for potential awarding of the Contract.

For specific submission requirements, Bidders should refer to Specifications and Requirements and the Bid Submission Check List for a listing of those mandatory submissions due with the Bid Response and those other submissions that should be submitted with the Bid Response, but which do not become mandatory until requested during the Bid evaluation period.

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 ten (10) 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 determine the lot total cost by multiplying the Bidder's cost per type of service function by the estimated number of uses (by service type) per year. 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. Failure to bid all items may result in the Bidder being deemed not responsive.

CONTRACT RENEWAL: At any time during the original and/or renewal Contract term, and prior to the expiration of the Contract, the Contract may be renewed solely at the discretion of DAS for a period of one (1) month. Any further renewal will be for an appropriate period of time. The cumulative time of all renewals may not exceed sixty-one (61) months, unless DAS determines that additional renewal is necessary.

SPECIAL CONTRACT TERMS AND CONDITIONS

SUBCONTRACTING: The awarded Contractor shall be solely responsible for the Contract. Subcontracting by the Contractor shall not be permitted without prior approval by the State. On a per project basis, the Contractor shall clearly identify which requirements are subcontracted and identify the subcontracting company, the responsible business contacts therein, and the specific detail of the subcontracted work to be performed. No Contractor shall engage a Subcontractor for work on State property or projects without the prior written approval of the State's project manager or authorized designee.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

LIQUIDATED DAMAGES: In the event that an awarded Contractor fails to perform within the timeframe specified by the Contract and/or purchase order, the agency will contact the Contractor to determine when the purchase order will be fulfilled. If the Contractor cannot fulfill the purchase order requirements within a timeline acceptable to the agency, the agency may procure like-kind supplies/services from another resource and invoice the Contractor for the full additional amount charged by the third party provider. Invoices for said liquidated damages must be deducted from subsequent Contractor invoices prior to payment by the agency.

Under these damage recovery provisions, the agency may: (1) elect to procure any portion of the original order from another source; and/or (2) charge the Contractor for any difference in cost for the service/merchandise procured; and/or (3) cancel any portion of the original order without Contractor penalty. Also reference Supplemental Contract Terms and Conditions, Article S-9, Time of Delivery, and Standard Contract Terms and Conditions, Section II, Contract Remedies.

INCURRED COSTS: The State is not liable for any costs incurred by the Bidder prior to issuance of a Contract.

TRANSPORTATION CHARGES: All transportation costs shall be the responsibility of the awarded Contractor.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any Contract awarded pursuant to this Bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in the Bid/Bid Response/Contract.

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

TEMPORARY FUEL ADJUSTMENT: No request for a temporary fuel adjustment may be requested for the first six (6) months duration of the Contract. Thereafter, should a statewide or national increase in the cost of fuel occur, that is greater than 20% of the cost for fuel in place at the time of Contract award, the Contractor may petition DAS to increase the Contract price(s). The Contractor will be required to provide a cost breakdown of each item to indicate the portion of their product cost that is attributed to fuel. If approved, the Contractor will be permitted to adjust the price(s) by the exact amount of the fuel increase. The increase will be effective seven (7) calendar days after approval. Future requests for fuel cost adjustment will be considered in six (6) month intervals, for the duration of the Contract, under the above conditions. Should a statewide or national decrease in the cost of fuel occur, that is greater than 20% of the cost of fuel at the time of Contract award or approved increase, the Contractor will advise Procurement Services of said decrease and the Contract will be adjusted accordingly. Said decrease will become effective seven (7) calendar days after notification. Failure of the Contractor to notify Procurement Services of a decrease will be considered as a default and the Contractor will be responsible to reimburse the state for any overpayments. Said increases or decreases will be effective on all orders placed on or after the approval date of the adjustment.

INSURANCE RENEWAL DOCUMENTS: Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents showing compliance with all applicable coverage required by this Contract. As applicable, the documents must include a current Workers' Compensation Certificate and an Acord Certificate of all applicable insurance coverage and must include all required Commercial General Liability endorsements as described in Articles S-12 and S-13 of the Supplemental Terms and Conditions of this Contract.

Failure to maintain compliant insurance coverage per Article S-14 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Michael Shaw.

DMA RENEWAL DOCUMENT: Within thirty (30) days of the annual anniversary date of the Contract inception, the Contractor must submit an updated copy of the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form.

This form is available at http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf. The Terrorist Exclusion List is available at http://www.homelandsecurity.ohio.gov/DMA_Terrorist/terrorist_exclusion_list.pdf. In addition, the Contractor must annually update their registration with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov>.

Failure to maintain a current, compliant certificate will be considered a default and will be cause for termination of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Michael Shaw.

AA/EEO RENEWAL DOCUMENT: Within thirty (30) days of the annual anniversary date of the initial plan acceptance date by EEO, the Contractor must submit an updated copy of their Affirmative Action Program Verification Form from the DAS Equal Opportunity Division. The application form is available at <http://www.das.ohio.gov/eod/aapv.htm>.

Failure to maintain a current certificate in compliance with all State and Federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive orders will be considered a default and will be cause for termination of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Michael Shaw.

***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: Jennifer Dammeyer.

*Denotes change in contract for the usage report with amendment 2.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE OF WORK

These specifications and requirements are issued by the Ohio Department of Administrative Services, Office of Procurement Services (the State), on behalf of the Ohio Rehabilitative Services Commission (RSC) dba Bureau of Services for the Visually Impaired (BSVI), Business Enterprise Program (BEP). At this time, RSC operates 120 foodservice/vending sites around the state. This number of sites includes vending equipment located in 39 roadside rest areas. RSC currently has surplus inventory in six regional warehouses. The Contractor will be responsible for aggregating this inventory into one warehouse for assessment, refurbishment, and holding for redeployment.

The purpose of this solicitation is to secure a Contractor to provide on-site maintenance, equipment pickup, and assessment for refurbishment service or salvage/replacement. The Contractor will also provide secure, controlled environment, short term holding pending equipment redelivery or salvage/disposal. The Contractor will be solely responsible for tracking the RSC serviced/transported/stored inventory and maintaining a web based inventory status report documenting equipment operational status and location.

Within the initial Contract term, RSC plans to initiate a bar-coding program for all vending and foodservice inventory items. This will also include bar-coding major components of all of the vending equipment and foodservice equipment; e.g., coin mechanisms and dollar bill changers. During that same timeframe, it is also anticipated that Geo Positioning Satellite (GPS) tracking units will be installed in vending units. The initial GPS installation and subsequent monitoring/record keeping of equipment operational status and location by bar-code will become a Contractor responsibility at some future date.

II. AGENCY RESPONSIBILITIES

- A. RSC will provide a current list of all site locations to include address, point of contact, and contact information. Refer Bid Exhibit Two.
- B. RSC will provide a current inventory list of all equipment and its current site location. Refer Bid Exhibit Three.
- C. RSC will identify all service call requests and/or equipment pickup requests as to urgency of need.
- D. RSC will appoint a central point of contact/designee in each bid district through whom communications will be directed and who will be responsible for authorizing service, monitoring quality control, and performance issues on behalf of the agency. Refer Bid Exhibit Four.
- E. RSC will provide timely access to all operational sites to facilitate the applicable on-call service function.

III. CONTRACTOR'S BASIC SERVICE REQUIREMENTS

- A. Provide 7 days a week (365 days per year) on-call service availability.
- B. Provide monitored 7 days a week (365 days per year) communication access for service requests.
- C. Provide a central point of contact and alternate through whom communications will be directed and who will be responsible for monitoring quality assurance and performance issues on behalf of the Contractor.
- D. Provide helpdesk service to determine the true nature of the service problem and allow the on-site service technician to be dispatched with the necessary repair parts and reduce the necessity for return service calls.
- E. Provide on-site repair service capability for RSC vending equipment.
- F. Provide transportation service for pickup and delivery of equipment.

SPECIFICATIONS AND REQUIREMENTS

III. CONTRACTOR'S BASIC SERVICE REQUIREMENTS (Cont'd)

- G. Provide assessment for repair/replacement and subsequent refurbishment service for equipment.
- H. Provide a minimum of 5,000 square feet of secured, temperature controlled warehouse space.
- I. Provide a web based inventory status report, which will include at a minimum, location and operational status.
- J. Contractor's website must be 508 compliant and JAWS compatible.
- K. Provide commercial liability insurance coverage of not less than one million (\$1,000,000.00) dollars for all equipment in the Contractor's care and/or custody while in transit and/or in holding, awaiting disposition.

IV. ON-SITE REPAIR SERVICE AND TRIP CHARGE

- A. Provide 7 days a week (365 days per year) on-call, on-site service availability.
As requested by RSC, when authorizing the service work order, the Contractor will:
 - 1. Provide helpdesk service to site operators to analyze the nature of service issues.
 - 2. Provide 4 hour emergency response labor rate by a Contractor technician.
 - 3. Provide standard labor rate for service response within 24 hours of notice and before 5:00 PM E.S.T.
 - 4. Provide labor rate for service after 5:00 PM E.S.T. daily or anytime on Saturday.
 - 5. Provide labor rate for service anytime on Sunday or national holidays.
- B. All service calls must be authorized by the RSC district point of contact/designee, prior to dispatching a technician.
 - 1. The work order must include the type of service request: emergency, standard, after hours, or holiday.
 - 2. The work order must include the last point of departure, time of departure and arrival, as well as departure and arrival mileage.
 - 3. The RSC district point of contact or their designee must verify time and mileage, and time on premise at the site prior to signing the work order. A copy of the signed work order must accompany the invoice.
- C. On-site service, that requires a second service call to complete the repairs, will be at no charge to RSC.
- D. RSC will pay a one way per mile charge, that is inclusive of the per hour travel cost for one service technician (driver), to all sites within any bid district. Additional technicians traveling in the same vehicle shall be charged at the applicable designated labor rate and not under the mileage charge.
 - 1. Mileage charge is a flat rate per mile regardless of day/time or expediency of the authorized service request.
 - 2. The mileage charge is exclusive of one way travel between the point of departure from the most recent service call from which dispatched and arrival at the RSC destination point of service.
- E. RSC will pay time and materials cost plus percentage for on-site repair services. Time charges shall be at the applicable hourly rate for time on premise at the RSC facility: emergency, standard, after hours, or holiday. Refer Section IV, Item A. Materials charges shall be at the contract cost plus percentage over actual invoice. Refer Section XV, Item A, Part 1, Subpart b.

SPECIFICATIONS AND REQUIREMENTS

V. EQUIPMENT TRANSPORT

The Contractor should anticipate the need to move RSC equipment on a daily basis. This will consist of equipment being transported to/from the Contractor's warehouse as well as equipment that may have to be temporarily relocated within the foodservice/vending location in order to accommodate facility maintenance work.

- A. The Contractor shall provide RSC with a planned weekly schedule of transport availability into each of the twelve bid districts (reference Bid Exhibit One) on a "scheduled day of the week" basis.
- B. Requests for equipment transport service will be on an on-call basis within the bid district. The Contractor will:
 - 1. Provide 4 hour emergency response labor rate.
 - 2. Provide 24 hour service response labor rate (before 5:00 PM E.S.T. of the next calendar day).
 - 3. Provide labor rate for service after 5:00 PM E.S.T. daily or anytime on Saturday.
 - 4. Provide labor rate for service anytime on Sunday or national holidays.
- C. If no service request is received, the Contractor does not have to send a vehicle into the bid district that week.
- D. All service calls must be authorized by the RSC district point of contact/designee, prior to dispatching a transport vehicle.
 - 1. The work order must include the type of service request: emergency, standard, afterhours, or holiday.
 - 2. The work order must include time of departure from the last point and arrival, as well as departure and arrival mileage.
 - 3. The RSC district point of contact or their designee must verify time and mileage, and time on premise at the site prior to signing the work order. A copy of the signed work order must accompany the invoice.
- E. RSC will pay a per mile charge, that is inclusive of the per hour travel cost for one person (driver), to all sites within a specific bid district. Additional laborers traveling in the same vehicle shall be charged at the applicable designated labor rate and not under the mileage charge.
 - 1. Mileage charge is a flat rate per mile regardless of day/time or expediency of the authorized service request.
 - 2. The mileage charge is exclusive of one way travel between the point of departure from the most recent service call from which dispatched and arrival at the RSC destination point of service.
- F. RSC will pay the applicable hourly rate per man hour for time spent making site pickup/delivery or when relocating equipment within a RSC facility: emergency, standard, afterhours, or holiday. Refer Section V, Item B for applicable authorized labor rates.

SPECIFICATIONS AND REQUIREMENTS

VI. EQUIPMENT ASSESSMENT FOR REFURBISHMENT OR REPLACEMENT

- A. The Contractor shall perform a complete assessment of the equipment within 48 hours of receiving the item into their warehouse.
- B. After assessment, the Contractor shall report the status of the equipment to the RSC point of contact:
 - 1. Estimated total cost of refurbishment, including time and materials.
 - 2. Estimated time for completion of repairs and return to operational status.
 - 3. Availability of serviceable parts from other similar equipment that has been designated as salvage by RSC.
 - 4. Once the bar-coding program has been initiated, the Contractor shall maintain a historical record of each piece of equipment to include service history and all repair expenses. This record shall be provided along with assessment.
- B. RSC will make the determination to refurbish or salvage.
- C. RSC will pay the applicable standard hourly rate for assessment services. Refer Section IV, Item A, Part 3.

VII. EQUIPMENT REFURBISHMENT

- A. Service necessary to return equipment to operational status shall be completed with 30 calendar days, unless otherwise authorized by RSC.
- B. Refurbished equipment will be held until delivered as needed. Equipment may be sent to any RSC site within the state.
- C. RSC will pay time and materials cost plus percentage for on-site repair services. Time charges shall be at the applicable standard hourly rate. Refer Section IV, Item A, Part 3. Materials charges shall be at the contract cost plus percentage over actual invoice. Refer Section XV, Item A, Part 1, Subpart b.

VIII. EQUIPMENT HOLDING FOR REDEPLOYMENT OR SALVAGE

- A. Contractor will transport surplus inventory from the six existing RSC warehouses into a single warehouse location operated by the Contractor. This inventory will be stored awaiting assessment, refurbishment, redelivery to a RSC facility, or disposal through the RSC salvage program. The inventory must be aggregated to the Contractor's warehouse by no later than June 30, 2009.
- B. Newly procured equipment may be shipped to the Contractor's warehouse for holding prior to delivery on-site.
- C. Contractor shall provide a minimum of 5,000 square feet of secured, temperature controlled warehouse space.
- D. Contractor shall provide a web based inventory status report, which will include at a minimum, location and operational status. This web based report shall be updated on a daily basis.
- E. Provide commercial liability insurance coverage of not less than one million (\$1,000,000.00) dollars for all equipment in the Contractor's care and/or custody while in transit and/or in holding.
- F. RSC will pay a cost per square foot for equipment holding.
- G. Equipment moved to salvage or disposal shall be invoiced at the standard transport rate for mileage and labor. Refer Section V, Items E and F.

SPECIFICATIONS AND REQUIREMENTS

IX. EQUIPMENT ACCESS DURING STORAGE

- A. The Contractor shall allow access by designated RSC employees during their normal operating hours.
- B. The Contractor shall develop a hard copy form to record all inventory, typically foodservice smallwares, delivered to and/or taken from the Contractor's warehouse by RSC employees.
- C. RSC employees need access to held vending machines to remove product and/or money.
- D. RSC employees may need to load product into new/refurbished machines prior to delivery to a RSC site.
- E. The Contractor will be solely responsible for tracking the RSC serviced/transported/stored inventory and maintaining a web based inventory status report documenting equipment operational status and location.
- F. There shall be no charge to the State for providing RSC employee access.

X. CONTRACTOR PERSONNEL REQUIREMENTS

- A. Contractor employees entering State premises or involved in the service of State property shall be bonded.
- B. At a minimum, this bonding investigation shall consist of the following items:
 - 1. A complete check of the applicant's employment record for a minimum of proceeding ten (10) years. If the applicant does not have ten (10) years of employment history, the employment records check shall be based on the number of years of employment history, and so noted in the report.
 - 2. Complete a national, multi-state police/records check, including a check of fingerprint files on the national basis.
 - 3. A copy of the completed bonding investigation shall be submitted to the Rehabilitation Services Commission, 400 East Campus View Blvd., Columbus, OH 43235-4604, Attention: Stephen Moore.

XI. CONTRACTOR – SYSTEM ACCESS

- A. Upon award of the Contract, the Contractor must provide access to its web based equipment inventory/status report and daily job reports.
- B. This shall be a secured web site limited to only those persons authorized access capability by either the Contractor or RSC.

XII. BAR-CODE AND GPS

- A. Within the initial term of this Contract, if funding is available, RSC plans to procure a bar-code system that will be implemented and applied to all inventory items. The Contractor may be enlisted to apply the bar-code tags. Once applied, the Contractor will be supplied with the necessary bar-code reading equipment and software so that service history and operational status can be tracked and uploaded automatically into the web based reporting system. After initial installation, the Contractor will monitor all equipment that is serviced, transported, or stored according to the bar-code tag. The Contractor will install new tags as needed and update the web based records accordingly.
- B. Within the initial term of this Contract, if funding is available, RSC plans to procure a GPS system that will be implemented and applied only to vending machines. The Contractor may be enlisted to install the GPS units. Once applied, the Contractor will be supplied with the necessary GPS monitoring equipment and software to track and automatically upload location information into its web based reporting system. After initial installation, the Contractor will monitor all vending equipment that is serviced, transported, or stored. The Contractor will install new GPS units as needed and update the web based records accordingly.
- C. RSC will pay the standard hourly rate for installation, inspection, and replacement of bar-code tags and GPS devices.

SPECIFICATIONS AND REQUIREMENTS

XIII. WORK PROGRESS AND SUMMARY REPORTS

- A. Contractor shall maintain a daily job report on the website indicating services performed. A copy of this report shall be attached as invoice documentation along with signed copies of pickup/delivery receipts and RSC authorized work orders.
- B. Contractor shall also develop and provide hardcopy forms for invoice documentation:
 - 1. Pickup and delivery manifest for all equipment into/out of the warehouse.
 - 2. Repair or replace assessment for RSC determination.
 - 3. Repair tickets for hours worked to refurbish equipment.
 - 3. Current operational status: repairable/not operable; repaired/fully operable; not repairable/salvage.
 - 5. Contractor shall develop a work order form which, at a minimum, will include spaces for insertion of RSC work authorization, point of departure, departure and arrival times, departure and arrival mileage, time on premise, and a signature block for the on-site RSC approval designee.
- C. Contractor must furnish a complete annual inventory status report no later than June 30th of each contract year.
- D. Once the bar-code program is implemented, the Contractor will track repair history for the vending machines and any other piece of equipment or component identified by RSC.

XIV. ANNUAL REPORTING

These documents shall all be forwarded to Rehabilitation Services Commission, 400 East Campus View Blvd., Columbus, OH 43235-4604 dba Bureau of Services for the Visually Impaired, Business Enterprise Program, Attention: Stephen Moore.

- A. Insurance Renewal Documents: Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents showing compliance with all applicable coverage required by this Contract. As applicable, the documents must include a current Workers' Compensation Certificate and an Accord Certificate of all applicable insurance coverage and must include all required Commercial General Liability endorsements as described in Articles S-12 and S-13 of the Supplemental Terms and Conditions of this Contract.
- B. DMA Renewal Document: Within thirty (30) days of the annual anniversary date of the Contract inception, the Contractor must submit an updated copy of the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form.
- C. AA/EEO Renewal Document: Within thirty (30) days of the annual anniversary date of the initial plan acceptance date by EEO, the Contractor must submit an updated copy of their Affirmative Action Program Verification Form from the DAS Equal Opportunity Division. The application form is available at <http://www.das.ohio.gov/Eod/AAEEO.htm>.
- D. 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.

SPECIFICATIONS AND REQUIREMENTS

XV. INVOICING AND PAYMENT

- A. Contractor will provide a detailed monthly invoice with documentation, to include as applicable.
 - 1. Time and materials for on-site repair and/or refurbishment service.
 - a. An authorized work order, signed by the site manager, and noting time in/out.
 - b. A copy of the material supplier's original invoice(s) for all major component repair parts and excluding miscellaneous shop service items; e.g., miscellaneous clips, wire, wire ties, wire nuts, nuts, bolts, screws, shop wipes, etc.
 - c. Miscellaneous shop service items shall be invoiced as a percentage of the supplier's original invoice material cost for major component repair parts. This percentage shall not be applied to invoice labor costs.
 - 2. Mileage travel rate for on-site repair service technician call out.
 - 3. Mileage travel rate for pickup and/or delivery to/from a RSC site or authorized destination.
 - 4. Applicable emergency, standard, after hours/Saturday, or Sunday/holiday labor rates for technicians and/or non-technical laborers.
 - 5. Invoice documentation shall include, at a minimum, signed copies of pickup/delivery receipts, authorized work orders, and copies of supplier original invoices for equipment parts.
- B. The Contractor shall maintain such accounting books and records in connection with the operation(s) under this Contract, for the full duration of the contract term. Said accounting books and procedures shall be in accordance with generally accepted accounting procedures and with all statutory provisions as set forth by State and Federal law, and shall be acceptable to RSC.
- C. Copies of all cost control records and reports shall be furnished to the RSC contact or designee in compliance with scheduled reporting or as mutually agreed upon. Upon request said reports shall include not less than monthly, quarterly, and annual summaries by RSC tagged/bar-coded inventory item number.

XVI. WARRANTY

- A. The Contractor shall provide not less than a thirty (30) day warranty for all service work.
- B. Contractor's warranty shall apply to both on-site repairs and all refurbishment work.
- C. Contractor's warranty shall apply to both time and materials.
- D. Parts warranty shall carry the longer of either thirty (30) days minimum or the warranty period specified by the parts manufacturer.

XVII. RECORDS STORAGE & RETENTION

- A. Contractor will maintain custody of all records and reports for the duration of the Contract.
- B. Within thirty (30) days of receipt of a written request from RSC, the Contractor shall deliver all records and reports in their custody to a place designated by RSC.
- C. RSC retains ownership to all records, reports, and intellectual property resulting from any work performed on this Contract.

PRICE SCHEDULE

FOR ALL CONTRACT SERVICES WITHIN ALL BID DISTRICTS

ON-SITE REPAIR SERVICE CALLS TRIP CHARGES			
DESCRIPTION	ESTIMATED MINIMUM ANNUAL MILEAGE	COST PER MILE	COST PER MILLE TO ANY LOCATION WITHIN ALL BID DISTRICTS.
ALL ON-SITE RSC FACILITY REPAIR SERVICE CALLS ANYWHERE WITHIN ANY BID DISTRICT	(1) 40,000	\$ 1.57 *	Payable from verified point of dispatch/departure to point of destination.
(1) RSC reports that on-site service calls average 1,600 per year. Estimated mileage is calculated based on a minimal one-way point to point drive of 25 miles and 1600 service calls. Cost per mile includes the cost of the vehicle and its driver only.			

REPAIR/REFURBISHMENT/ASSESSMENT- TECHNICIAN CHARGES			
DESCRIPTION	ESTIMATED MINIMUM ANNUAL HOURS	COST PER HOUR	RATE PER HOUR - PER MAN FOR WORK ON RSC EQUIPMENT
TECHNICIAN REPAIR SERVICES FOR RSC EQUIPMENT	(2) 512	\$ 112.50 *	Emergency rate per hour With 4 Hour notice of call out
TECHNICIAN REPAIR SERVICES FOR RSC EQUIPMENT	(2) 5,760	\$ 75.00 *	Standard rate per hour or with 24 hour notice of call out
TECHNICIAN REPAIR SERVICES FOR RSC EQUIPMENT	(2) 64	\$ 112.50 *	Hourly rate for service response after 5:00 PM or on Saturday
TECHNICIAN REPAIR SERVICES FOR RSC EQUIPMENT	(2) 64	\$ 138.50 *	Hourly rate for service response on Sunday or national holidays
(2) RSC reports that on-site service calls average 1,600 per year. Estimated annual hours are calculated based on four hours on site per service call or 6,400 hours per year. The breakdown of hourly allocation is an estimated at 8% emergency rate, 90% standard rate, and 1% each for after hours/Saturday and Sunday/holiday rates.			

TRIP CHARGE FOR MOVING/RELOCATING EQUIPMENT			
DESCRIPTION	ESTIMATED MINIMUM ANNUAL MILEAGE	COST PER MILE	COST PER MILLE TO ANY LOCATION WITHIN ALL BID DISTRICT.
ALL TRANSPORTATION SERVICE CALLS ANYWHERE WITHIN ANY BID DISTRICT	(3) 5,000	\$ 1.90 *	Payable from verified point of dispatch/departure to point of destination.
(3) RSC reports that transport service calls average 200 per year. Estimated mileage is calculated based on a minimal one-way point to point drive of 25 miles and 200 service calls. Cost per mile includes the cost of the vehicle and its driver only.			

*Denotes price adjustment, effective 2/1/15.

PRICE SCHEDULE

LABOR RATE FOR MOVING/RELOCATING EQUIPMENT & NON TECHNICAL WORK ON EQUIPMENT			
DESCRIPTION	ESTIMATED MINIMUM ANNUAL HOURS	COST PER HOUR	RATE PER HOUR - PER MAN FOR MOVING/RELOCATING RSC EQUIPMENT
NON-TECHNICAL LABORER SERVICES ON RSC EQUIPMENT	(4) 64	\$ 83.00 *	Emergency rate per hour with 4 Hour notice of call out
NON-TECHNICAL LABORER SERVICES ON RSC EQUIPMENT	(4) 720	\$ 55.50 *	Standard rate per hour or With 24 hour notice of call out
NON-TECHNICAL LABORER SERVICES ON RSC EQUIPMENT	(4) 8	\$ 83.00 *	Hourly rate for service response after 5:00 PM or on Saturday
NON-TECHNICAL LABORER SERVICES ON RSC EQUIPMENT	(4) 8	\$ 104.00 *	Hourly rate for service response on Sunday or national holidays
(4) RSC reports that transport service calls average 200 per year. Estimated annual hours are calculated based on four hour on site per service call or 800 hours per year. The breakdown of hourly allocation is an estimated at 8% emergency rate, 90% standard rate, and 1% each for after hours/Saturday and Sunday/holiday rates.			

PARTS FOR EQUIPMENT REPAIR/REFURBISHMENT SERVICE			
DESCRIPTION	ESTIMATED MINIMUM ANNUAL USAGE	COST	COST PLUS MARKUP FOR COMPONENT & MISC PARTS
MAJOR COMPONENT PARTS COST MARKUP FOR REPAIR AND REFURBISHMENT SERVICE	(5) \$150,000.00	25 %	Markup percentage applied to actual supplier invoice cost
MISCELLANEOUS SHOP SERVICE ITEMS PARTS COST MARKUP FOR REPAIR AND REFURBISHMENT SERVICE	(6) \$8,000	25 %	Markup percentage applied to parts portion of the Contractor's invoice
(5) RSC estimate based on historic annual usage and 70/30 split for labor/parts cost.			
(6) RSC estimate based on 1,600 service calls per year.			

EQUIPMENT HOLDING			
DESCRIPTION	ESTIMATED MINIMUM ANNUAL USAGE	COST	PER SQUARE FOOT OF ACTUAL SPACE USED
EQUIPMENT HOLDING CHARGE FOR ACTUAL SPACE REQUIRED	(7) 5,000 SQ. FT	\$ 5.63	Per square foot of space
(7) RSC estimate based aggregating on the historic square footage requirements of six regional warehouses.			

*Denotes price adjustment, effective 2/1/15.

PRICE SCHEDULE

GENERAL COST ALLOCATION (8)					
As a baseline for any future cost increase requests, Bidders shall indicate, as a percentage of the total cost, what the cost elements are. Sum of the percentages must equal one hundred percent. (Add additional cost elements as necessary.)					
Labor Cost	Fuel cost	Facilities Cost	Equipment Cost	Inventory Cost	Administrative Cost
40 %	10 %	24 %	15 %	3 %	8 %

(8) Not used for evaluation purposes

COST ALLOCATION SPECIFIC TO ON-SITE REPAIR SERVICE CALLS TRIP CHARGES (8)		
Cost per mile is based on the current national average price of \$1.698 per gallon for unleaded regular gasoline as reported by the American Automobile Association (AAA).		
Labor Cost	Fuel Cost	Equipment Cost
70 %	10 %	20 %

(8) Not used for evaluation purposes

COST ALLOCATION SPECIFIC TO TRIP CHARGE FOR MOVING/RELOCATING EQUIPMENT (8)		
Cost per mile is based on the current national price of \$2.629 per gallon for diesel fuel as reported by the American Automobile Association (AAA).		
Labor Cost	Fuel Cost	Equipment Cost
61 %	20 %	19 %

(8) Not used for evaluation purposes

BID PRICE PAGE, EQUIPMENT HOLDING

Annualized cost per square foot includes common area maintenance, utilities, taxes and insurance, to be invoiced on a monthly basis for the amount of actual square footage used during the preceding thirty-day period. Equipment holding charge will be calculated as follows:

$$\text{Monthly holding charge} = \frac{\text{Actual Square Footage Used} \times \text{Square Footage Cost}}{12}$$

Example: 3000 SF x \$5.63 per SF / 12 = \$1407.50 monthly holding charge

Upon request by the State or authorized agents, and during Contractor's normal business hours, contractor will provide to the State copies of actual supplier invoices to ensure Contractor's compliance with:

- Section IV, Item E
- Section VII, Item C
- Section XV, Item D

CONTRACTOR INDEX

CONTRACTOR, TERMS:

*BID CONTRACT NO.: 0T906409-1



0000076271
Shaffer Distributing Company
1100 West 3rd Avenue
Columbus, OH 43212

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Charles Ropke

Telephone: (614) 421-6800
Toll Free: (800) 282-0194
FAX: (614) 294-1040
E-mail address: cropke@shafferdistributing.com

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS: FAX TO: (614) 299-6786

*Denotes removal of contract expiration date from this page with amendment 2.

BID EXHIBIT TWO

RSC VENDING AND FOODSERVICE SITES

[CLICK TO VIEW FACILITY SITE LIST](#)

BID EXHIBIT THREE

RSC VENDING AND FOODSERVICE EQUIPMENT INVENTORY

[CLICK TO VIEW EQUIPMENT INVENTORY](#)

BID EXHIBIT FOUR

RSC DISTRICT STAFF ELIGIBLE TO AUTHORIZE SERVICE WORK ORDERS

[CLICK TO VIEW AUTHORIZED DISTRICT STAFF](#)

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
5	01/01/17	As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional twelve (12) months through 12/31/17
4	01/01/16	As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional twelve (12) months through 12/31/16
3	02/01/15	As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional eleven (11) months and, to notify of a price adjustment, effective 02/01/15 through 12/31/15.
2	01/01/15	This amendment is to renew the contract by unilateral agreement for one month, effective 01/01/15-01/31/15 and withdrawal of amendment 1 contract expiration notice. Additionally, analyst contact has been updated.
1	11/01/14	To indicate that this contract will expire on December 31, 2014 and to add the summary of amendments page.