

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 OT901013	OPENING DATE (1:00 p.m.) JUNE 6, 2012	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. EDU003	BID NOTICE DATE 05/16/12	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%,10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____Days, Net 30 Days			
<u>PARTICIPATING AGENCY(IES):</u> DEPARTMENT OF EDUCATION, OFFICE FOR CHILD NUTRITION (OCN), 25 S. FRONT ST., 3rd FLOOR, COLUMBUS, OH 43215-4163			
ADDENDUM FOR CHANGE ADDENDUM NO.: 1 REVISION DATE: 5/23/12			
<u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:</u> PROVIDE ADMINISTRATIVE STORAGE AND DELIVERY SERVICES RELATED TO FEDERALLY DONATED FOODS TO BE DISTRIBUTED FOR THE OHIO DEPARTMENT OF EDUCATION.			
Attached are pages 5, 6, 7 and 45 to this Invitation to Bid. Remove the corresponding page from the existing bid and replace with the attached.			
As indicated herein this addendum is issued to make changes effective 5/23/12, change in Contract Renewal and Performance Bond paragraphs page 5, change in pagination pages 6 and 7 and change in Evaluation Format Notes and Calculations page 45.			

CONTRACT RENEWAL: Contract renewal shall be in accordance with Article S-6 of the Supplemental Contract Terms and Conditions. The initial duration of this contract shall be three (3) years. This may be immediately followed by two one-year renewals subject to mutual agreement between the State of Ohio and each bidder. The cumulative time of all renewals may not exceed twenty-four (24) months unless DAS determines that additional renewal is necessary.

*Additionally, during the fourth and fifth year of the contract (possible renewal period), the Department of Administrative Services and the Department of Education will use information from the United States Department of Labor to determine any price increase or decrease in this contract. The source of this information will be the Bureau of Labor Statistics, Producer Price Index for local specialized freight trucking North American Industry Classification System (NAICS) 484220. In June of the third year of this contract, the Department of Administrative Services and the Department of Education will use data from the previous two calendar years to determine the percentage of increase or decrease for the fourth year of the contract. An identical procedure will be used for the fifth year of the contract. Any increase or decrease shall only apply to the delivery rates quoted for the third year of the contract.

***PERFORMANCE BOND:** The Director of Administrative Services may require the bidder to furnish a performance bond in the amount of ten (10%) percent of the estimated annual value of the contract for each region, which is calculated as follows:

Commodity Beginning of the Month (BOM) Inventory By Storage Type: July 2010 - June 2011 number of cases for Cooler multiplied by Storage Bid Price = Value Amount

Commodity Beginning of the Month (BOM) Inventory By Storage Type: July 2010 - June 2011 number of cases for Dry multiplied by Storage Bid Price = Value Amount

Commodity Beginning of the Month (BOM) Inventory By Storage Type: July 2010 - June 2011 number of cases for Frozen multiplied by Storage Bid Price = Value Amount

Monthly Commodity Cases Received By Storage Type: July 2010 - June 2011 for Cooler multiplied by Handling Bid Price = Value Amount

Monthly Commodity Cases Received By Storage Type: July 2010 - June 2011 for Dry multiplied by Handling Bid Price = Value Amount

Monthly Commodity Cases Received By Storage Type: July 2010 - June 2011 for Frozen multiplied by Handling Bid Price = Value Amount

Monthly Commodity Cases Delivered By Storage Type: July 2010 - June 2011 for Cooler multiplied by Delivery Bid Price = Value Amount

Monthly Commodity Cases Delivered By Storage Type: July 2010 - June 2011 for Dry multiplied by Delivery Bid Price = Value Amount

Monthly Commodity Cases Delivered By Storage Type: July 2010 - June 2011 for Frozen multiplied by Delivery Bid Price = Value Amount

Add together all the value amounts to arrive at an estimated annual contract value amount based on July 2010 - June 2011 number of cases and submitted ITB bid price per region. Multiply the estimated annual contract value amount by the percent transfers of 0.0322 to include the estimated transfers value. Add the estimated annual contract value plus estimated transfers value to arrive at the total estimated annual contract value. Multiply the total estimated annual contract value by 10% (0.1) to arrive at the performance bond amount per region. (See individual Region Data Package for total inventory, received and delivered case quantities).

The bidder will be required to provide said performance bond to the Office of Procurement Services within ten (10) calendar days after notification. Failure to provide the performance bond within the stated time period will result in the bidder being deemed not responsive.

The purpose of the bond shall ensure that the bidder/Contractor will faithfully execute the terms of the contract and promptly make delivery of the commodities or services purchased by the State of Ohio. A standard bond form from any company authorized to do business within the State of Ohio is acceptable. The bond shall be made payable to the Treasurer, State of Ohio, referencing the applicable bid number.

The bond shall become effective upon issuance of the signed contract by the Director of Administrative Services to the lowest responsive and responsible bidder. Unless determined otherwise by the Director of Administrative Services, the bond shall remain in effect for the duration of the contract and any renewals thereto. Any action on the part of the Contractor or their bonding company to cancel the bond prior to the expiration of the contract or renewal thereto will be considered as an event of default and subsequent breach of contract and will result in immediate cancellation of the contract. Should this occur, the Contractor will be held liable for any additional costs incurred by the State in seeking replacement supplies or services.

The successful bidder agrees to pay the actual cost of the performance bond and may be required to submit a copy of the invoice from the bonding company to the State of Ohio for documentation.

* Indicates revision

SUBCONTRACTS: In addition to the utilization of any facilities, which the successful Bidder may own, or control, the successful Bidder shall have the right to enter into written subcontracts for cartage and/or lease arrangements for storage facilities. The physical location of any such facility shall be physically located in the State of Ohio. The contract awardee shall remain fully responsible for operations or actions undertaken by its subcontractors. However, all subcontracts for facilities must be inspected and approved by OCN and the Office of Procurement Services before entry into such subcontracts.

This request is directed primarily toward dependable food distributors and public warehousemen in the State who currently have adequate facilities and delivery equipment to warehouse and deliver additional volumes of food.

The Contractor shall secure prior approval for all subcontractors from the Director of Administrative Services and the Ohio Department of Education, Office for Child Nutrition (OCN).

ASSIGNMENT OF CLAIMS: The successful Bidder will not sell, assign, or pledge this contract as collateral for a loan or take any other action which may tend to encumber the direct contractual relationship between the State of Ohio and the successful Bidder without express written permission of all the parties required to affix their signatures thereto by Ohio law. This contract is voidable and subject to immediate termination by the State of Ohio upon the Contractor's becoming insolvent or filing proceeding in bankruptcy or reorganization under Title XI of the United States Code.

AVAILABILITY OF COMMODITY FOODS: The State agency's obligation to continue this agreement is contingent upon the continued donation by the USDA of commodities for which warehousing is required. If donated commodities are not available through the Food Distribution Program, the State agency has no obligation to guarantee any volume of product for storage or delivery.

DIRECT SHIPMENTS: This contract does not preclude the State of Ohio from authorizing direct shipments from a USDA vendor or USDA storage facility, to any recipient agency, its designated storage facility or processor of commodity foods.

TERMINATION: The contract shall be subject to the following termination provisions;

1. Termination by mutual written agreement of the contracting parties.
2. Termination by the State for cause upon the failure of the Contractor to comply with the terms and conditions of the contract provided that the State shall give the Contractor written notice mailed by registered or certified mail with return receipt requested. Such termination notice will not be given unless the State had previously notified the Contractor of all deficiencies and had given the contractor reasonable time to correct them. Such terminations shall be effective thirty (30) days after the Contractor receipt of such notice is returned to the State. Termination for cause shall create a liability upon Contractor to pay reasonable termination costs as determined by the State. Termination for cause includes, but not limited to:
 - a. Failure of the Contractor to make timely deliveries.
 - b. Failure of the Contractor to store and deliver commodities consistent with acceptable Federal and Ohio health and safety laws.
 - c. Failure of the Contractor to document the arrival and delivery of commodities pursuant to the terms of the ITB.
 - d. Failure of the Contractor to comply with any of the requirements of the ITB or the contract.
 - e. When the Federal agency modifies either the quantity of commodities shipped or the delivery pattern in such manner as to make continuation of the contract not in the best interest of the recipient agencies.
 - f. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this contract, this contract shall be canceled.
3. Upon filing of a petition in bankruptcy or insolvency by or against Contractor, the State may deem the contract terminated without termination costs to the State. Such termination shall not waive the State's right to file claims against the bankrupter.
4. The contract shall terminate upon expiration of the effective period specified.
5. At the termination of this contract, all commodity foods are to be removed by the subsequent successful Bidder. Payment for storage and handling of commodity foods after termination shall be at the rates in effect at the time of contract termination. The handling charge includes all charges for removing the stored commodities from Contractor's warehouse and loading of trucks and/or rail equipment to remove such stored commodities. No additional charges are to be made or will be paid.
6. Upon termination of the contract, the Contractor shall assist the State in the timely and orderly removal of the stored commodities from its facilities by providing the necessary manpower and equipment to move the stored commodities from the actual storage areas and load either the trucks or rail equipment the State has provided to remove such commodities; allowing the State access to such commodities during normal business hours; by not restricting the number of trucks or rail equipment to be loaded during such business hours; by assisting the State in any other way necessary to effect the timely and orderly removal of such commodities, as directed by the Ohio Department of Education, Office for Child Nutrition.

7. This contract may be terminated immediately when there is noncompliance on the part of warehouse management of the terms and conditions of this contract as required by Federal Regulation 250.14(d)(5).
8. The contract period shall be from July 1, 2012 through June 30, 2015. The contract shall not bind, nor purport to bind the State for any contractual commitment in excess of the original contract period.

ECONOMY OF PRESENTATION: The Bid should be prepared simply and economically, providing a straightforward concise delineation of capabilities to satisfy the requirements of this Bid. Emphasis on completeness, clarity of content, and following the format and instructions contained herein, will be essential for expediting the evaluation of Bids received.

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the Contractor will have cause to be on State property to make deliveries or to perform services.

EDGE AND MBE PARTICIPATION IN WAREHOUSING BID (EDGE = Encouraging Diversity, Growth and Equity; MBE = Minority Business Enterprise)

In accordance with Federal regulations, 7CFR3016.36, Procurement, the contractor, if subcontracts are to be let, is required to take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and,
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

E.D.G.E/MBE Certification: The Office of Procurement Services has identified those Contractors who were EDGE/MBE certified at the time of award of the Contract. It is possible that a Contractor's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division website at <http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp> to verify E.D.G.E. and MBE Certification status of the Contractor.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

EVALUATION FORMAT NOTES AND CALCULATIONS:

- ¹ Storage Bid by Contractor in each warehouse region for dry, cooler and frozen items.
- ² Months in storage numbers for each warehouse region are on "Evaluation Factors" page of the data package for each region.
- ^{*3} Storage (Weighted) equals the Storage (Bid)¹ multiplied by the Months in Storage².
- ⁴ Handling bid by Contractor in each warehouse region for dry, cooler and frozen items.
- ⁵ Inside Delivery bid per case by Contractor in each region for dry, cooler and frozen items.
- ⁶ Total of A+B+C for dry, cooler and storage
- ⁷ The percentage of total cases delivered that are dry, cooler or frozen as shown in data package pie chart for Total Commodity Cases Delivered for each warehouse region.
- ⁸ A+B+C multiplied by % Category
- ⁹ Intrastate Transfer Trip Bid Price by Contractor in each warehouse region.
- ¹⁰ Intrastate Bid Price per Hundred-weight by Contractor in each warehouse region.
- ¹¹ The # of Hundred-weight per Average Truckload of 36,116 lbs. (The 36,116 lbs. represents the average truckload weight of the commodity items and is used for evaluation purposes. The actual weight per transfer request may vary depending on the commodity items requested to be transferred.)
- ¹² Hundred-weight Cost. (F multiplied by G)
- ¹³ Intrastate Transfer Cost (Equals the lesser of E. Intrastate Transfer Trip Bid Price or H. Hundred-weight Cost.).
- ¹⁴ Intrastate Transfer Backhaul Trip Bid Price by Contractor in each warehouse region.: The Intrastate Transfer Backhaul Trip Bid Price shall not exceed the lesser of the an Intrastate E. Transfer Trip Bid Price or H. Hundred-weight Cost.
- ¹⁵ Intrastate Transfer plus Backhaul Cost equals the I. Intrastate Transfer Cost (The lesser of E. Intrastate Transfer Trip Bid Price or H. Hundred-weight Cost.) plus J. Intrastate Transfer Backhaul Trip Bid Price.
- ¹⁶ Avg. # of Cases per Truckload. (The 1,383 cases represent the average number of cases per truckload of the commodity items and is used for evaluation purposes. The actual number of cases per transfer request may vary depending on the commodity items requested to be transferred.)
- ¹⁷ Cost per Case per Truckload. (K. Intrastate Transfer plus Backhaul Cost divided by L. Avg. # of Cases per Truckload)
- ¹⁸ % Transfers (Represents the number of total Cases Transferred (39,736 cases) in the 2010 -2011 school year as a percentage of the number of total Cases Delivered (1,233,356) in the 2010 – 2011 school year. $39,736 / 1,233,356 = .0322$).
- ¹⁹ Intrastate Transfer per Case Sub-total (M. Cost per Case per Truckload multiplied by N. % Transfers).
- ²⁰ D. Storage Handling Delivery Sub-total Plus O. Intrastate Transfer per Case Sub-total.
- ²¹ Total Average Price per case equals P. Storage Handling Delivery Sub-Total Plus Intrastate Transfer Per Case Sub-total, three year totals divided by 3.