



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: VENDING AND FOOD SERVICE EQUIPMENT - REPAIR, TRANSPORT, AND MOVING SERVICES

CONTRACT No.: OT904120

EFFECTIVE DATES: 02/01/20 to 12/31/24

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904120 that opened on 01/06/20. 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 [Instructions to Bidders](#) and [Standard 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.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 72 months unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to Opportunities for Ohioans with Disabilities, 400 East Campus View Blvd., Columbus, OH 43235-4604, 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.

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

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

Signed: \_\_\_\_\_

Matthew M. Damschroder, Director

\_\_\_\_\_  
Date

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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.

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 five (5) 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 or percentages bid for each type of service function by the estimated annual usage by service type. 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 or percentage by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the Bidder being deemed not responsive.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract. The location of performance will be noted on the service request issued by the participating agency. Payment for services rendered will occur upon the inspection and 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.

BIDDER EXPERIENCE: Bidders must demonstrate a proven track record of providing services of the same type as required by this Bid/Contract for at least three (3) years. Bidders should include a narrative with their bid of their operation and experience in providing services required by this Bid. If not included with the Bid, the narrative shall be due within five (5) calendar days after request.

SUBCONTRACTING: Bidders should reference Page 4, III, M in the Standard Terms and Conditions for Subcontractor use/approval. In addition to the Standard Term above, in the event of the Contractor is utilizing a Subcontractor not listed below, the Contractor must get DAS approval prior to the Subcontractor starting the work. To add a Subcontractor, the Contractor must provide the company name, and any additional information as requested, to Shaun Roderer ([Shaun.Roderer@das.ohio.gov](mailto:Shaun.Roderer@das.ohio.gov)) for DAS approval.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

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 the "Suspension/Termination" and the "Contract Remedies" sections of the "Standard 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

BID AUTOMOBILE LIABILITY CHECKLIST:

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

- ☒ Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$1,000,000.00.
- ☐ 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.

DISCLOSURE OF SERVICE PROVIDERS:

Bidders seeking to enter into a service contract shall disclose the following:

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

Shaffer Distributing Company, Columbus, Ohio, USA.

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

At this time, no subcontractors are approved for work on this Contract.

c) Location where services will be performed (Name/City/State/Country)

Contractor principal location of business and all Opportunities for Ohioians with Disabilities locations throughout the entire State of Ohio.

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

Shaffer Distributing Company, Columbus, Ohio, USA.

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, locations where services 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

INSURANCE REQUIREMENTS

Until all obligations under this Agreement or any Order are satisfied, and without limiting Contractor's indemnification obligations under Indemnity, Contractor shall provide and maintain the insurance policies set forth below. All commercial insurance required shall be provided by insurers with a rating of not less than A-VII from AM Best or a comparable rating agency.

Coverage shall be at least as broad as:

Commercial General Liability (CGL): written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The defense costs shall be outside the policy limit.

Automobile Liability insurance covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

Bailee's Customer Insurance (Inland Marine) covering all damage to State-owned property in the Contractor's care, custody and control. Coverage shall be sufficient to cover all property at the value stated on the inventory, which is stated at 1 (one) million dollars (\$1,000,000) and shall include, but not be limited to, damage by fire, wind, water damage, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction in the course of transportation.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the State of Ohio. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Except for Workers' Compensation, the State of Ohio, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the State of Ohio, its officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.

Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

Contractor shall provide State of Ohio with 30 days written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the State's available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

Contractor hereby grants to State of Ohio a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State of Ohio by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State of Ohio has received a waiver of subrogation endorsement from the insurer.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

The State may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the State.

If any of the required policies provide coverage on a claims-made basis:

The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. The Discovery Period must be active during the Extended Reporting Period.

Contractor shall furnish the State of Ohio with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State of Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Whenever possible, the Contractor shall cover Subcontractors with their insurance in accordance with the minimums listed. In the event that the Contractor's insurance will not cover subcontractors, prior to starting work, the Subcontractor must provide a certificate of insurance confirming the following coverages as outlined herein: Commercial General Liability (CGL) and Automobile Liability insurance. The State of Ohio must be listed as an additional insured on all subcontractor's insurance.

State of Ohio reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## SPECIFICATIONS AND REQUIREMENTS

### I. SCOPE OF WORK

The Opportunities for Ohioans with Disabilities (OOD) Bureau of Services for the Visually Impaired (BSVI), on behalf of the Business Enterprise Program (BEP) seeks to obtain maintenance, repair, moving, and storage service for State-owned vending and cafeteria equipment. Currently the BEP operates over 110 vending and/or cafeteria businesses statewide, which consist of over 1,000 business address locations and over 3,500 pieces of vending and/or cafeteria equipment. Various pieces of OOD equipment may be tagged with a Business Enterprise Asset Tag (BE Asset Tag) to help identify and track that specific item.

The Contractor will provide on-site maintenance/repair, equipment pickup, and assessment/preparation for refurbishment service or salvage/replacement. The Contractor will also provide a secure warehouse for holding of equipment pending redelivery or salvage/disposal via the State of Ohio Surplus Program. The Contractor will be solely responsible for tracking the status of OOD serviced/transported/stored inventory and maintaining a web-based, inventory status report ticketing system.

The maintenance and repair service includes assessment (recommendation of service needs to return to operational status or recommendation for replacement) and master service repair to various vending and/or cafeteria type equipment. See Attachment One, Exhibit Two for current inventory list.

The equipment storage and moving service includes equipment pickup, delivery of equipment, storage of equipment for deployment or salvage, and evaluation/preparation to complete necessary repairs prior to delivery. Day to day itemized equipment tracking and reporting shall be performed by the Contractor and made available at the request of OOD.

### II. AGENCY RESPONSIBILITIES

- A. OOD will provide a current list of all site locations to include address and point of contact. Refer Attachment One, Exhibit One.
- B. OOD will provide a current inventory list of equipment and its current site location. Refer Attachment One, Exhibit Two.
- C. OOD will identify all equipment for pickup and or service requests. This could include identifying priority of certain pickups or requests.
- D. OOD will appoint a central point of contact/designee for each facility 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 Attachment One, Exhibit Three.
- E. OOD will provide timely access to all operational sites.

### III. STATEMENT OF SERVICE

#### A. CONTRACTOR'S BASIC SERVICE REQUIREMENTS

- 1. Provide on-call, on-site service repair or assessment and transportation services as needed for the duration of the Contract.
- 2. Provide a central point of contact (POC) 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.
- 3. Provide helpdesk service during regular business hours (i.e. 8 am – 5 pm, Monday through Friday) to determine the nature of a service problem; dispatch the on-site service technician with the necessary repair parts, reducing the necessity to have multiple service trips.
- 4. Provide and maintain a web based ticketing system that can, at a minimum, be searchable, track and report service usage of all repairs by facility and site, list all equipment included in the system, document movement of equipment, provide operational statuses of equipment, the location of each piece of equipment, and request for equipment transportation service. The ticketing service should be JAWS accessible, 508 compliant, and should be a secure website with access limited to only those authorized by the Contractor or OOD.
- 5. The Contractor shall perform a complete assessment of the equipment within seventy-two (72) hours of receiving the request for service.
- 6. The Contractor must be able to take multiple service calls at a time during any day.
- 7. Provide continuous equipment storage in a centralized location for the duration of the Contract.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)

- i. Warehouse must provide a minimum of 5,000 square feet, with the potential for additional storage space as inventory may increase during the term of the Contract. Warehouse space must also be secured and temperature controlled.
  - ii. Contractor's warehouse must be located within 45 miles of Columbus, OH.
8. Provide transportation and installation services for equipment, Monday through Friday, excluding designated State holidays, at a minimum.
9. The Contractor must have knowledge and ability to repair, prepare, and install vending machines. This includes the ability to obtain parts for vending equipment.
10. The Contractor shall develop a work order form which, at a minimum, will include spaces for insertion of OOD work authorization, the type of service request (emergency, standard), service assessment and service performed, point of departure, departure and arrival times, departure and arrival mileage, time on premise, the location of equipment, BE Asset Tag number, and a signature block for the on-site OOD approval designee.
11. The Contractor will work with OOD in determining if an existing machine should be deployed in place of another.

**B. ON-SITE REPAIR SERVICE AND TRIP CHARGE**

Upon service request, the Contractor will dispatch a technician(s) in accordance with the following requirements:

1. The Contractor must complete a work order with each service request. Work orders must include the OOD work authorization, the type of service request (emergency, standard), service assessment and service performed, point of departure, departure and arrival times, departure and arrival mileage, time on premise, the location of equipment, BE Asset Tag number, and a signature block for the on-site OOD approval designee, as applicable.
2. The OOD facility point of contact or designee must verify information on the work order prior to signing the work order for payment.
3. OOD will pay time and materials cost for on-site repair services. Time charges shall be at the contracted hourly rate for time physically located on premise at the OOD facility based on the following labor rates as provided by the Contractor in response to this bid:
  - i. Responding to emergency service requests within eight working (8) hours.
  - ii. Responding to standard service requests within seventy-two (72) hours.
  - iii. Responding to service requests any time on the ten (10) designated State holidays.
4. OOD 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. Additional technicians traveling in the same vehicle shall be charged at the applicable designated labor rate and not under the mileage charge.
  - i. Mileage charge is a flat rate per mile charge regardless of day/time or expediency of the authorized service request.
  - ii. The mileage charge is exclusive of one way travel between the point of departure and arrival at the OOD destination point of service.
  - iii. OOD reserves the right to determine if additional technicians are needed for repairs.
5. On-site service that requires a second service call to complete the repairs will be at no charge to OOD.

**C. EMERGENCY SERVICE**

1. The Contractor shall be available for emergency service calls, Monday through Friday 8:00 AM to 5:00 PM, to perform service repairs that have a potential safety impact. OOD will determine if the call is for emergency service.

**D. EQUIPMENT REFURBISHMENT**

1. OOD will notify Contractor to assess equipment to determine if it can be refurbished.
2. The Contractor shall report the estimated total cost of refurbishment (including time and materials) and estimated date/time for completion of repairs and return to operational status.
3. The Contractor shall check the availability of serviceable parts from other similar OOD equipment that has been designated as storage. The Contractor must check with OOD before utilizing storage parts.
4. Upon determination that equipment cannot be refurbished, the Contractor will notify the designated OOD employee.
5. OOD will make authorization to refurbish or salvage.
6. OOD will pay the applicable standard hourly rate.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)

## E. WARRANTY

1. The Contractor shall provide at least a thirty (30) day warranty for all service work performed.
2. The Contractor warranty shall apply to on-site repairs and all refurbishment work, covering both time and materials.
3. Parts warranty shall carry the longer of either sixty (60) days minimum or the warranty period specified by the parts manufacturer.

## F. SUBCONTRACTOR CONTRACT LABOR

1. The Contractor shall procure and schedule third party labor for equipment other than vending on an as needed basis.
2. The Contractor may upcharge third party labor, and the third party's invoice must be included with Contractor's invoice.
3. Prior to the Contractor utilizing third party labor, proper approvals must be granted in accordance with SUBCONTRACTING on page 3 of the Contract.

## G. EQUIPMENT TRANSPORT AND WORK ON EQUIPMENT

1. The Contractor should anticipate the need to move OOD equipment on a daily basis. This will consist of the equipment being transported:
  - i. To and from the warehouse
  - ii. To an alternate business location for service and/or repair
  - iii. To a new business location
  - iv. To an alternate location as requested by OOD
2. Requests for equipment transportation service will be part of the ticketing system. The Contractor will:
  - i. Provide eight (8) working hour emergency response at the established emergency labor rate.
  - ii. Provide equipment moves no later than seven (7) days after request from OOD, unless otherwise specified.
3. All transport service requests/calls must be authorized by the OOD facility point of contact/designee, prior to dispatching a transport vehicle.
  - i. Upon authorization, the work order shall include the following (as applicable):
    - a. The type of service request (i.e. emergency or standard)
    - b. The time and location of departure and arrival, as well as departure and arrival mileage, and
    - c. The BE Asset Tag number of equipment moved.
  - ii. A copy of the signed work order must accompany the invoice.
4. OOD will pay a per mile charge, that includes the per hour travel cost for one person (driver), to all sites. Additional laborers traveling in the same vehicle shall be charged at the applicable designated labor rate and not under the mileage charge.
  - i. Mileage charge is a flat rate per mile regardless of day/time or service response type of the authorized service request.
  - ii. The mileage charge is exclusive of one way travel between the point of departure to arrival at the OOD destination point of service.
5. OOD will pay the applicable hourly rate, per hour, for time spent making site pickup/delivery, when relocating equipment within an OOD facility, or when technical work is being done on the machines.
  - i. Non-technical labor includes, but is not limited to, moving, loading, unloading, or other non-technical work as specified by OOD.
  - ii. Technical work includes, but is not limited to, refurbishing, preparing for refurbishment, installation, and other work as specified by OOD.
  - iii. OOD reserves the right to determine if labor is technical or nontechnical in nature as well as if an additional laborer is needed.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)

6. Equipment moved to salvage or disposal shall be invoiced at the standard transport rate for mileage and labor. Salvage equipment shall be moved to 4200 Surface Road, Columbus Oh 43228, unless otherwise specified. OOD must approve the number of laborers used for this service on a per case basis.

#### H. EQUIPMENT STORAGE FOR REDEPLOYMENT OR SALVAGE

1. All inventory will be stored awaiting assessment, refurbishment, redelivery to an OOD facility, or disposal through the OOD salvage program (State of Ohio Surplus Program).
2. Newly procured equipment may be shipped to the Contractor's warehouse for holding prior to delivery to BEP business locations.
3. OOD will pay a monthly rate for the actual square footage used in the warehouse.

#### I. EQUIPMENT ACCESS DURING STORAGE AND LAYOUT AUDIT

1. The Contractor shall notify OOD of its standard business hours of operation, which must at a minimum be Monday through Friday, 8 am through 5 pm, and grant access to designated OOD employees during its standard business hours of operation. OOD employees will need the ability to access machines to remove products/money along with loading product into new/refurbished machines prior to delivery.
2. Visitors who are not the Contractor or a designated OOD employee shall not be permitted access to OOD equipment without being escorted by OOD.
3. The Contractor shall record all inventory delivered to and/or taken from the Contractor's warehouse by OOD employees or repair professionals in the ticketing system.
4. There shall be no charge to the State for providing OOD employees access along with any approved visitors as determined by the State. Access rights cannot be denied by the Contractor to any State approved persons.
5. OOD reserves the right to audit the layout of the warehouse. In the event that OOD determines equipment is laid out in an unacceptable manner, the Contractor will work with OOD to correct the layout and any invoices (as applicable). Persistent problems with the storage layout of OOD equipment could result in a default.

#### J. CONTRACTOR TRANSITION REQUIREMENTS

1. The Contractor agrees to work with the State and allow access to their warehouse/OOD equipment in the event of a new Contractor being awarded a future iteration of the work outlined in this Contract. This includes, but is not limited to, shipping dock information/access, access to the facility during normal business hours by both the State and potential future Contractors, and other miscellaneous requests as made by the State.

### IV. EDUCATIONAL TRAINING, BACKGROUND CHECKS, AND LICENSURE CERTIFICATION

- A. The Contractor shall possess appropriate employees, vehicles, and infrastructure necessary for statewide service.
- B. The Contractor's applicable employees shall be certified in service and repair of vending equipment.
- C. The Contractor shall be a member of National Automatic Merchandising Association (NAMA).
- D. The Contractor's employees servicing on Federal and State property shall have the following background check completed prior to doing work. At a minimum, this background check shall consist of the following:
  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 database.
  3. Verification of the background check shall be submitted to OOD upon request.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)V. REPORTING, INVOICING, AND RECORDS RETENTION

- A. The below reports shall all be forwarded, via email, to Christine Hauck at [Christine.Hauck@ood.ohio.gov](mailto:Christine.Hauck@ood.ohio.gov).
1. Contractor to provide the State with a detailed weekly service recap. This weekly service recap shall include:
    - i. Repair Report to include: Date the call came in, recall for a second repair (if applicable), date the call ran, lead time, facility number, ticket number, and additional comments.
    - ii. Move Report to include: Date of move request, date of move scheduled, date of move completed, lead time, facility number, and any additional comments/notes.
    - iii. Labor Report to include: Date, facility number, ticket number, type of contract labor, and BE Asset Tag number.
- B. The Contractor will provide a detailed electronic invoice with documentation, to include, as applicable:
1. Mileage and travel rate for pickup and/or delivery from/to an OOD site or authorized destination.
  2. Applicable emergency and standard labor rates for technicians and/or non-technical laborers.
  3. Invoice documentation shall include, at a minimum, signed copies of pickup/delivery receipts, work orders, and copies of supplier original invoices for equipment parts.
- C. The Contractor will provide a detailed electronic invoice with documentation, to include, as applicable:
1. Time and materials for on-site repairs and/or refurbishment service.
  2. A work order noting time in/time out.
  3. A copy of the material supplier's original invoice(s) for all major component repair parts and excluding miscellaneous shop service items (miscellaneous clips, wire, wire ties, wire nuts, nuts, bolts, screws, shop wipes, etc.)
  4. 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.
  5. Applicable emergency and standard labor rates for technicians and/or non-technical laborers.
  6. Invoice documentation shall include, at a minimum, signed copies of work orders, and copies of supplier original invoices for equipment parts.
- D. Copies of all cost control records and reports shall be furnished to the OOD contact or designee in compliance with scheduled reporting or as mutually agreed upon. Upon request, reports shall include not less than monthly, quarterly, and annual summaries by BE Asset Tag number.
- E. Copies of receipts and reports shall be furnished to the OOD contact or designee, as requested.
- F. The Contractor will retain custody of all records and reports during the duration of the Contract.
- G. Within thirty (30) days of request from OOD, the Contractor shall deliver all records and reports in their custody to a place designated by OOD.
- H. OOD retains ownership of all records, reports, and intellectual property resulting from any work performed on this Contract.
- I. The below information shall all be emailed to DAS and OOD before the end of each calendar year. The DAS contact for this information is Shaun Roderer – [Shaun.Roderer@das.ohio.gov](mailto:Shaun.Roderer@das.ohio.gov). The contact for OOD for this information is Christy Hauck - [Christine.Hauck@ood.ohio.gov](mailto:Christine.Hauck@ood.ohio.gov).
1. Yearly usages for each line item on the Price Schedule on this Contract.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)

VI. OPTIONAL EQUIPMENT TRANSPORT

- A. The State reserves the right to elect to use or not use the fee bid for the optional equipment transport.
- B. The Contractor will provide the cost to move all OOD equipment stored in the current warehouse to the new Contractor's warehouse in the Price Schedule found on Page 15. The current warehouse is located at the following address: 1100 W. 3<sup>rd</sup> Ave., Columbus, OH 43210. The warehouse currently contains an estimated 215 BE Asset tagged pieces of equipment along with approximately 1,000 square feet of miscellaneous items such as parts, cabinets, shelving, microwaves, among other things. The State currently uses around 5,000 square feet of storage to hold its equipment and miscellaneous items.
- C. Movement of all State equipment shall be included, along with other items specified by the State. These items must be out of the warehouse by close of business January 31<sup>st</sup>, 2020.
- D. The Contractor shall have all items out of the current warehouse within two (2) weeks after notification to begin.

PRICE SCHEDULE

| ON-SITE REPAIR SERVICE CALLS TRIP CHARGES                           |                        |             |
|---------------------------------------------------------------------|------------------------|-------------|
| <u>DESCRIPTION</u>                                                  | <u>UNIT OF MEASURE</u> | <u>COST</u> |
| All On-Site OOD Facility Repair Service Calls                       | Per Mile               | \$ 1.79     |
| Cost per mile includes the cost of the vehicle and its driver only. |                        |             |

| REPAIR, REFURBISHMENT, AND ASSESSMENT- TECHNICIAN CHARGES                                      |                        |             |
|------------------------------------------------------------------------------------------------|------------------------|-------------|
| <u>DESCRIPTION</u>                                                                             | <u>UNIT OF MEASURE</u> | <u>COST</u> |
| Technician Repair Services for OOD Equipment – Emergency Rate – 8 Working Hours After Call Out | Per Hour               | \$ 135.00   |
| Technician Repair Services for OOD Equipment – Standard Rate – 72 Hours After Call Out         | Per Hour               | \$ 90.00    |
| Technician Repair Services for OOD Equipment – State Holiday                                   | Per Hour               | \$ 180.00   |

| PARTS FOR EQUIPMENT REPAIR AND REFURBISHMENT SERVICE                                           |                          |                                                               |
|------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------------------------|
| <u>DESCRIPTION</u>                                                                             | <u>MARKUP PERCENTAGE</u> | <u>MARKUP PERCENTAGE - DEFINED</u>                            |
| Major Component Parts Cost Markup for Repair and Refurbishment Service                         | 25%                      | Markup % applied to actual supplier invoice cost              |
| Miscellaneous Shop Service Items:<br>Parts Invoice Markup for Repair and Refurbishment Service | 25 %                     | Markup % applied to parts portion of the Contractor's invoice |
| Third Party Labor Upcharge                                                                     | 10%                      | Markup % applied to third party invoice                       |

PRICE SCHEDULE (CONT'D)

| TRIP CHARGE FOR MOVING & RELOCATING EQUIPMENT                                                                                                                |                        |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------|
| <u>DESCRIPTION</u>                                                                                                                                           | <u>UNIT OF MEASURE</u> | <u>COST</u> |
| All Transportation Service Calls                                                                                                                             | Per Mile               | \$ 2.39     |
| Cost per mile includes the cost of the vehicle and its driver only and is payable from the verified point of dispatch/departure to the point of destination. |                        |             |

| LABOR RATE FOR MOVING & RELOCATING EQUIPMENT, WORK ON EQUIPMENT                       |                        |                             |
|---------------------------------------------------------------------------------------|------------------------|-----------------------------|
| <u>DESCRIPTION</u>                                                                    | <u>UNIT OF MEASURE</u> | <u>COST PER HOUR/WORKER</u> |
| Non-Technical Laborer Services on OOD Equipment – Emergency Rate – 8-Hour of Call Out | Per Hour               | \$ 114.75                   |
| Non-Technical Laborer Services on OOD Equipment – Standard Rate                       | Per Hour               | \$ 76.50                    |
| Technical Laborer Services on OOD Equipment – Emergency Rate – 8-Hour of Call Out     | Per Hour               | \$ 135.00                   |
| Technical Laborer Services on OOD Equipment – Standard Rate                           | Per Hour               | \$ 90.00                    |

| OPTIONAL EQUIPMENT TRANSPORTATION                                                                     |                        |             |
|-------------------------------------------------------------------------------------------------------|------------------------|-------------|
| <u>DESCRIPTION</u>                                                                                    | <u>UNIT OF MEASURE</u> | <u>COST</u> |
| Cost to Move Equipment from Current Warehouse into the Contractor's Warehouse                         | EACH                   | \$ 7,107.00 |
| This is a one-time charge to move all items from the current warehouse to the Contractor's warehouse. |                        |             |

| EQUIPMENT HOLDING                |                        |             |
|----------------------------------|------------------------|-------------|
| <u>DESCRIPTION</u>               | <u>UNIT OF MEASURE</u> | <u>COST</u> |
| Monthly Equipment Holding Charge | Per Square Foot        | \$ 0.516    |

PRICE SCHEDULE (CONT'D)

| BIDDER SHALL COMPLETE THE FOLLOWING COST ALLOCATION CATEGORIES (General)                                                                                                                                                                                                                 |            |           |                |       |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|----------------|-------|----------|
| As a baseline for evaluation of price adjustment requests for this Contract, Bidders shall indicate the percentage of total costs for the following cost elements. The sum of all percentages must equal one hundred percent. Bidders may add additional cost categories if appropriate. |            |           |                |       |          |
| Cost of Materials                                                                                                                                                                                                                                                                        | Labor Cost | Utilities | Transportation | Other | Overhead |
| 3%                                                                                                                                                                                                                                                                                       | 51%        | 3%        | 10%            | 25%   | 8%       |

| Cost Allocation for On-Site Repair Service Calls and Trip Charge                        |           |                |
|-----------------------------------------------------------------------------------------|-----------|----------------|
| Cost per mile based on the current nation average of \$2.58 per gallon reported by AAA. |           |                |
| Labor Cost                                                                              | Fuel Cost | Equipment Cost |
| 70%                                                                                     | 10%       | 20%            |

| Cost Allocation for Moving and Relocation Equipment Trip Charge                         |           |                |
|-----------------------------------------------------------------------------------------|-----------|----------------|
| Cost per mile based on the current nation average of \$3.03 per gallon reported by AAA. |           |                |
| Labor Cost                                                                              | Fuel Cost | Equipment Cost |
| 61%                                                                                     | 19%       | 20%            |

ATTACHMENT ONE

EXHIBIT ONE

OOD VENDING AND FOOD SERVICE SITES

[CLICK TO VIEW FACILITY SITE LIST](#)

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EXHIBIT TWO

OOD VENDING AND FOOD SERVICE EQUIPMENT INVENTORY

[CLICK TO VIEW EQUIPMENT INVENTORY](#)

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EXHIBIT THREE

OOD DISTRICT STAFF ELIGIBLE TO AUTHORIZE SERVICE WORK ORDERS

[CLICK TO VIEW AUTHORIZED DISTRICT STAFF](#)

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CONTRACTOR INDEX

CONTRACTOR, TERMS:

BID CONTRACT NO.: OT904120



0000076271  
Shaffer Distributing Company  
1100 West 3<sup>rd</sup> 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](mailto:cropke@shafferdistributing.com)

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS: [cropke@shafferdistributing.com](mailto:cropke@shafferdistributing.com)