

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 <u>OT906511</u>	OPENING DATE (1:00 p.m.) <u>APRIL 1, 2011</u>	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	
		COUNTRY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. COM003	BID NOTICE DATE MARCH 10, 2011	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): OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL, 6606 TUSSING ROAD, REYNOLDSBURG, OH 43068</u>			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>REGIONAL DISTRIBUTION AND TRANSPORTATION SERVICES FOR SPIRITUOUS LIQUOR AND PAPER BAGS</p> <p>TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>June 1, 2011</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>May 31, 2014</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.</p> <p>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.</p> <p>Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure. All questions should be submitted a minimum of seven (7) working days prior to the bid opening date.</p>			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE	

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "**Excepted Products**"]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____(State) Canada Mexico (Go to B-1)
 Other: (Specify Country)_____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
_____(Item) _____(Country of Origin)
_____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable



C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

- review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
- complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

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.

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.

MANDATORY BID CONFERENCE: A mandatory bid conference will be held on **March 16, 2011 at 10:00 AM** at the Office of State Procurement, 4200 Surface Road, Columbus, OH 43228-1395 to discuss the requirements of the bid. The conference will commence promptly at 10:00 a.m., barring an unforeseen circumstance that results in a delay of the conference. Attendance will be taken. The state will not be responsible to a bidder for their failure to obtain information discussed during the bid conference due to their arriving after the conference has convened. Bidders who fail to attend the mandatory bid conference will be deemed not responsive.

CERTIFICATION OF PUCO INTRASTATE AUTHORITY: Each bidder shall submit with their response a copy of the company's current application for Public Utilities Commission of Ohio (PUCO) certification of permanent permit status to operate in the state of Ohio. The bidder must detail in the application at least twelve (12) months experience in transportation operation prior to the submittal of this bid. Additionally, such application shall list all PUCO certificates and/or permit numbers, as well as the names of the carrier involved. The State reserves the right to submit such documentation to the PUCO for verification. Any contract which ensues as a result of this bid shall be pursuant to Ohio Revised Code 4905.34. Failure to submit this application with required information may deem your bid non-responsive and no further consideration for award will be given.

CARGO INSURANCE: Three hundred and twenty-five thousand (\$325,000.00) dollars cargo insurance to cover loss or damage to merchandise in the possession or control of Contractor, including but not limited to, loss due to theft. A certificate of insurance showing the types of coverage should be submitted with the bid. If not, the bidder must provide the said certificate within five (5) business days, after notification, to the Office of State Purchasing. Furthermore, accompanying the certificate of insurance, providing the bidder does not currently carry the amount of coverage specified above, shall be a letter from the insurance company stating that the bidder's coverage will be increased to the specified amounts upon award of the ensuing contract. Failure to provide the certificate and coverage increase letter, as applicable, within the stated time period will result in the bidder being deemed as non-responsive and the bid response will be immediately disqualified with no further consideration given for potential awarding of the contract.

EMPLOYEE BOND: One hundred thousand (\$100,000.00) dollars employees bond covering the risk incidental to any direct loss of employers money or other property caused by a Contractor's employee for which the Contractor is liable. A certificate of insurance showing the types of coverage should be submitted with the bid. If not, the bidder must provide the said certificate within five (5) business days, after notification, to the Office of State Purchasing. Furthermore, accompanying the certificate of insurance, providing the bidder does not currently carry the amount of coverage specified above, shall be a letter from the insurance company stating that the bidder's coverage will be increased to the specified amounts upon award of the ensuing contract. Failure to provide the certificate and coverage increase letter, as applicable, within the stated time period will result in the bidder being deemed as non-responsive and the bid response will be immediately disqualified with no further consideration given for potential awarding of the contract.

PERFORMANCE BOND: The Director of Administrative Services may require the bidder to furnish a performance bond in the amount of one hundred thousand (\$100,000.00) dollars for the Northeast, Northwest and Southwest districts prior to award of the contract. The performance bond will be used in the evaluation process to determine the lowest responsive and responsible bidder. 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 is to ensure that the bidder/Contractor will faithfully execute the terms of the contract and promptly make delivery of the supplies 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 Ohio Treasurer Josh Mandel, 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 one year. The renewal of the bond beyond one year shall be at the discretion of the Ohio Department of Commerce Division of Liquor Control.

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.

CONTRACT AWARD: The contracts will be awarded by low lot total per district to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated annual usage of each item by its corresponding unit price and then add these totals together for all four (4) years. Failure to bid all items within the district may result in the bidder being deemed as non-responsive and no further consideration given for potential awarding of the contract.

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid. Shipment shall be made from designated district warehouse and/or sales outlet to any other Division of Liquor Control warehouse and/or sales outlet.

PLACEMENT OF ORDERS: Purchase orders for any item(s) listed in a contract awarded pursuant to this bid will be placed directly with the successful Contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

SUBMISSION OF INVOICES: In addition to the standard terms and conditions of this bid, the Contractor shall accept from the Division a TRUCKING COMPANY DELIVERY DETAILS REPORT (report ID AVO13) for each period billing cycle. The Division operates on 1st – 15th and 16th to end of month cycle. Payment is processed twice monthly.

This report details, by day, the number of cases withdrawn from the warehouse and shipped by the trucking Contractor to sales outlets. This invoicing system calculates the total number of cases and bottles delivered and applies the effective rate(s) to cover the services rendered. Payment is processed and applied without the use of invoices from the Contractor for these services.

Services provided in addition to those noted above include transfers of cases and/or bottles between sales outlets, transfers of cases and/or bottles between warehouses, and hourly rates for services rendered. These actions all require that an invoice be created and documented by the Contractor and submitted to the Division on the same bi-monthly schedule. Appropriate documentation may include scanned copies of Agency Transfer forms, Agency Invoice forms for warehouse to warehouse transfers, and detail for hourly work will be provided. Address for hard copy is: Ohio Division of Liquor Control, Agency Operations, 6606 Tussing Road, P.O. Box 4005 Reynoldsburg, OH 43068-9005.

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.

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 \$500,000.00. (This number may be increased as necessary.)
- 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 (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions:, Paragraph G.):

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

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

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

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

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

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.

SPECIFICATIONS FOR REGIONAL DISTRIBUTION AND TRANSPORTATION SERVICES
FOR SPIRITUOUS LIQUOR AND PAPER BAGS

I. SCOPE AND CLASSIFICATION:

The Division of Liquor Control wishes to obtain contractual services for the pickup and delivery of certain items (as specified) from designated district warehouse and/or sales outlets.

II. BIDDER RESPONSIBILITIES:

A. No bidder directly or indirectly, through or by its directors, officers, principal stockholders (minimum of five percent ownership), partners, employees, members, agents, or otherwise shall have any interest in any distillery, rectifier, importer, winery, brewery, wholesale distributor, or retailer of beer, wine, mixed beverages, or spirituous liquor. In addition, none of the above named classes of persons shall have, directly or indirectly, any interest in the business of any bidder submitting a bid for this contract. Nor shall any director, officer, principal stockholder (minimum of five percent ownership), member, partner, employee, or agent of a bidder have been convicted of any crime which, in the sole discretion of the Superintendent of the Division, is reasonably related to such person's fitness to conduct the business described in this Invitation to Bid. The bidder agrees to authorize the Division to accomplish criminal background checks, as determined to be appropriate by the Superintendent of the Division, on all persons referenced herein prior to the award of any contract pursuant to this Invitation to Bid. The criminal background checks must be conducted in accordance with the procedures required by the Division of Liquor Control.

B. The bidder shall furnish at the time of bid submission:

1. Copy of actual types and amounts of insurance that will be kept in force during the life of the contract.
2. The bidder shall submit a detailed security plan with the bid. Said plan shall include that the Contractor's agents shall carry identification and the Contractor's vehicles shall be clearly marked as belonging to the Contractor. The Contractor shall permit the Superintendent of the Division of Liquor Control, or the Superintendent's representative, to inspect its premises and vehicles to determine adequacy of security. Delivery vehicles shall be provided with a security barrier to provide physical separation and security of cartons.
3. Bidder must submit with the bid a copy of the company's current application for PUCO certification of permanent permit status to operate in the state of Ohio. The bidder must detail in the application at least twelve (12) months experience in transportation operation prior to the submittal of this.

Bidder shall list the Division of Liquor Control as a shipper on the contract carrier's permit application, which must be approved by the Public Utilities Commission of Ohio and/or any other applicable state or federal agency regulating contract carriers.

4. A letter attesting that the services offered in response to this invitation, meet or exceed the specifications covering the service or services herein, must be submitted with each response. Furthermore, this letter shall be on business or corporate letterhead paper and signed by an officer of the company or someone who can bind the company.

Failure to submit the above items may cause your bid response to be deemed as non-responsive and the bid response may be immediately disqualified with no further consideration given for potential awarding of the contract.

SPECIFICATIONS (Cont'd)

III. SUBCONTRACTING

- A. If any part of the requirements herein are to be subcontracted, the prime Contractor must provide a complete description of the subcontract and contractual agreements with the bid.
- B. Contractor shall supply a list of names of subcontractor(s) participating in the contract.
- C. During the term of the contract, any changes in subcontractors shall be subject to prior approval by State Purchasing and the Division of Liquor Control.

IV. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall assume absolute and entire liability for any loss of any equipment, carton, case, and/or bundles while Contractor has possession of state property. Said liability shall commence when the shipments have been receipted and shall terminate when the shipments have been delivered to the designated destination.
 - 1. Contractor shall be liable for any damage or loss to Division of Liquor Control's merchandise while it is in the Contractor's possession or control. Contractor shall examine and count all packages and containers received by it for shipment and delivery by comparing brand codes and quantities as indicated on authorizations. Unless damage or discrepancy is noted by the Contractor's representative on the agency invoice at the time of receipt, Contractor shall be responsible for the amounts of merchandise therein as being shipped.
 - 2. Damaged merchandise delivered to sales outlets in cardboard containers or packaging evidencing outwardly visible signs of damage shall be the responsibility of the Contractor. Contractor shall sign acknowledgment of such damaged merchandise at time of delivery. Damaged merchandise delivered to sales outlets which is concealed by cardboard containers or packaging which does not evidence outwardly visible signs of damage shall be the responsibility of the product vendor.
 - 3. Damage occurring during unloading of trucks at the sales outlets shall be the responsibility of the Contractor if such damage is the result of the merchandise being dropped or otherwise mishandled by Contractor's agents or employees or is the result of a collision with other merchandise on the sales outlet's conveyor system.
 - 4. All damaged merchandise shall remain at the sales outlet to which it has been delivered and shall not be refused or returned to the Contractor, over shipments excepted.
 - a. The Contractor's entire liability and the state's sole and exclusive remedies for claims related to or arising out of this contract for any cause and regardless of the form of action, whether in contract or in tort, shall be as set forth in this contract, including all legal and equitable remedies.
 - b. In the event that the Contractor fails to cure a default as defined in the bids Standard Contract Terms and Conditions, revised 10-01-07 - Article 1.C, the Contractor agrees to reimburse the state for any actual or direct losses incurred and identified by the state. In the event the direct losses or direct damages are uncertain or difficult to ascertain by the state, the Contractor agrees to pay the state liquidated damages in the amount of five hundred (\$500.00) dollars per day. Said payments shall accrue from the first day of a default, until the day that it is agreed to by the Contractor and the state that the default has been remedied, or until one hundred and eighty (180) days from the first day of default, whichever is sooner. The Director, Department of Administrative Services may, in writing, waive or delay the accrual of liquidated damages. In addition, the Contractor agrees that the state shall have the right to terminate the contract without liability to the state whatsoever.
 - c. No remedy herein conferred upon or reserved by the state is intended to be exclusive of any other available remedy or right, but each and every such remedy or right shall be in addition to every other remedy or right given under the contract.
 - d. No delay or omission to exercise any right or option accruing to the state upon any default by the Contractor shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as deemed expedient by the state.

SPECIFICATIONS (Cont'd)

- e. In no event will the Contractor be liable for any indirect or consequential damages, including, but not limited to loss of profits, even if the Contractor has been advised, knew, or should have known of the possibility of such damages.
 - f. Notwithstanding any language to the contrary, the Contractor shall be liable for any personal injury or damage to real property or tangible personal property, caused by the fault or negligence of the Contractor.
- B. The Contractor must keep in full force and effect during the term of this contract the following:
- 1. Personal Liability insurance covering the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, or slander caused by any acts of the Contractor's employees while acting within the scope of their duties.
 - 2. Employees bond covering the risk incidental to any direct loss of employers money or other property caused by a Contractor's employee for which the Contractor is liable.
 - 3. Driver qualification: Assigned drivers shall have a valid Ohio Commercial Driver's License of the proper class, as required by the Public Utilities Commission, and a current physical examination, as required by Public Utilities Commission of Ohio and Interstate Commerce Commission.
- C. The awarded Contractor agrees that it shall make available any and all documents, books, accounts, records, ledgers, etc. in paper and /or electronic form at all times for inspection by the authorized employees of the state, by the officers or employees of the Auditor of State or any other governmental agency.
- D. Transportation equipment to be furnished by the Contractor shall be industry standard, serviceable, weatherproof, closed-type truck or trailer which can be securely locked. Further, services to be performed by the Contractor under this contract shall be performed by the Contractor with equipment owned or leased by the bidder, and such equipment shall be devoted exclusively to the performance of this contract and shall be dedicated to the exclusive use for Division of Liquor Control deliveries. (See Exhibit E.)
- 1. Straight trucks, which meet the above requirements, must be furnished and utilized by the Contractor for those sales outlets that can only accommodate these types of vehicles for liquor deliveries.
 - 2. Each trailer must contain an "E-Track Securement System" or a comparable load securement system.
- E. All palletized shipments shall be shrink-wrapped by the Contractor prior to shipment.
- 1. No cases shall be stacked higher than five (5) on any skid. Noncompliance will result in a penalty of \$100.00 per outlet levied against the contract carrier. However, if the carrier receives permission from Division of Liquor Control on a per case basis and waiver is granted, no penalty will be imposed.
 - 2. Contractor shall provide the following services to all sales outlets that can accept a palletized delivery:
 - a. A pallet jack to place the full skids in the dock area of the sales outlet.
 - b. Assist the agent in checking-in the delivery by exposing the case label.
 - c. Contractor is to purchase and utilize a Rotary Arm Tripod Freestanding machine for wrapping pallets of spirituous liquor prior to shipping.

SPECIFICATIONS (Cont'd)

- F. Contractor shall provide a General Manager with an office or offices within the state of Ohio with the responsibility of coordinating all aspects of distribution, including, but not limited to:
1. Supervision of the dispatching of equipment and the maintenance of distribution to sales outlets in compliance with the delivery schedule, including increasing staffing and equipment levels to meet increased demands.
 2. Investigation and settlement of claims.
 3. Tracking of shipments by a GPS system.
 4. Submission of all invoices for hourly work and transfers.
 5. Ability for General Manager to communicate directly with all drivers at all times.
- G. Contractor shall provide a representative at the warehouse who shall be responsible for:
1. Receiving, quality assurance, loading, and shrink-wrapping, spirituous liquor and paper bags from the warehouses.
 2. Checking brand codes and quantities as indicated on agency invoices by scanning.
 3. Record keeping for all shipments transported.
 4. Dispatching of equipment in order to maintain established distribution schedules.
 5. Supervising the transfers of liquor and paper bags held on Contractor's platform from warehouse to sales outlet and from sales outlet to warehouse.
 6. Maintaining security of Division of Liquor Control's merchandise located on Contractor's platform at the warehouse.
 7. Contacting, by telephone or e-mail, each sales point outlet the day before delivery to verify number of cases to be delivered and delivery time. This contact shall be at the Contractor's expense.
 8. If Contractor cancels a delivery or is more than one hour late for the set time of delivery, Contractor shall be liable for reasonable labor costs of the Division of Liquor Control, or the agent of the Division of Liquor Control, as determined by the Division of Liquor Control.
 9. Contractor must secure each trailer with a trailer seal before leaving the dock, be resealed after each delivery by the agent and resealed upon its return to the terminal.
 10. Contractor must provide each driver with a hand held scanning device which has the capabilities of scanning. Division of Liquor Control will provide a file with the most current files of UPC codes, SCC codes and/or multiple UPC codes for a specific state brand code. In addition, each device must be able to print a hard copy of all items scanned at each delivery.
- H. Contractor shall, at its expense, enter into a lease with the warehouse at each warehouse facility used by the Division of Liquor Control for the use of office, storage, and dock space. Space will be available at each facility pursuant to Division of Liquor Control's contract with each warehouse.

The current locations of the Division's four (4) bailment warehouses are as follows:

Spartan Warehouse and Distribution Co.
3005 East Kemper Road
Cincinnati, Ohio 45241

Spartan Warehouse and Distribution Co.
4150 Spartan Drive
Oregon, OH 43606

North Coast Logistics
1033 Brentnell
Columbus, OH 43219

Spartan Warehouse and
Distribution Co.
22801 Aurora Rd.
Bedford Heights, Ohio 44146

SPECIFICATIONS (Cont'd)

- I. Contractor and Division of Liquor Control shall provide each other with a list of holidays which they recognize for their employees. Emergencies or special deliveries excepted, no deliveries will be made to sales outlets on designated holidays, Saturdays, and Sundays, unless approved by the Division of Liquor Control. Sales outlets whose normal delivery day falls on one of the designated holidays, shall be scheduled during the holiday week. Except in the case of an emergency or pursuant to mutual agreement of the parties, all deliveries to sales outlets shall be made between the hours of 7:30 a.m. and 6:00 p.m..

- J. Contractor shall provide the delivery services to sales outlets as described below, in accordance with the schedule provided in Exhibits A, B and C. Division of Liquor Control reserves the right to alter the delivery schedule to its sales outlets as such changes are deemed necessary by the Division of Liquor Control to serve the sales outlets due to varying sales volumes. In addition, the Division of Liquor Control reserves the right to change, increase, decrease, or consolidate any of its warehouse districts, to relocate any warehouse, or to open, relocate, or close any sales outlet at any time during the term of this contract. Exhibits A, B and C are the delivery schedules at the time of letting this bid.
 1. Any deviation from Exhibits A, B and C must be made with the prior written approval of the Division of Liquor Control.
 2. Special Delivery Requirements are as follows:
 - a. Contractor shall provide special delivery service to all sales outlets in addition to the regular delivery services at the request of the Division of Liquor Control when, in the Division of Liquor Control's sole discretion, an unusual demand for services arises.
 - b. Division of Liquor Control reserves the right to deliver or otherwise arrange sales outlet to sales outlet transfers if it determines that use of Contractor's services under the circumstances are not required or in the case of an emergency.
 - c. The initial delivery to a new sales outlet shall be classified as a special delivery.
 3. Normal Delivery Requirements are as follows:
 - a. Delivery of spirituous liquor in cases and bundles of paper bags to each of the Division of Liquor Control's sales outlets from the designated district warehouse either weekly or bi-weekly as indicated in Exhibits A, B and C and subject to change as described above. This service shall be performed in accordance with a regular schedule to be fixed by the Division. Each schedule shall specify the day on which an order is to be assembled at the warehouse and loaded by the Contractor for delivery the following day. Contractor shall provide for the safe storage of loaded vehicles. No variance in the delivery schedule may be made without prior written approval of the Agency Operations Section of Liquor Control.
 - b. Transfers between Division of Liquor Control's sales outlets shall be made by the Contractor when the Division of Liquor Control determines that it is necessary and convenient to have the Contractor do so. When so directed by the Division of Liquor Control, transfer shipments shall be picked up during the scheduled liquor deliveries. Repaired cartons involved in such a transfer may not be sealed at the sales outlet until the Contractor's driver has arrived and had the opportunity to verify the contents.
 - c. Contractor shall transfer the complete stock of a sales outlet from one location to another, where a sales outlet is relocated or closed. Such transfer may, at the Division of Liquor Control's discretion, be performed by the Division using Division equipment and personnel- or by the sales outlet contract holder.
 - d. When directed by the Division of Liquor Control, Contractor shall deliver return merchandise from the Division of Liquor Control's sales outlets to the warehouse from which it was received. Such shipments shall be picked up with the scheduled liquor deliveries and will usually involve repaired cartons.

SPECIFICATION (Cont'd)

4. When the Division of Liquor Control requires delivery by Contractor from a warehouse to a sales outlet, from a sales outlet to a warehouse, or between sales outlets, Contractor shall comply with the delivery priorities established by the Division of Liquor Control as outlined herein:
 - a. Priority #1, an emergency priority, requires delivery to be made the same day, upon notification by the Division of Liquor Control.
 - b. Priority #2, requires delivery within three (3) working days after notification by the Division of Liquor Control.
 - c. In the event that Contractor cannot meet the time guidelines herein established, the Division of Liquor Control may require the Contractor to ship the merchandise via a third party common carrier which has the proper authority from the Public Utilities Commission of Ohio as well as an H permit issued by the Division of Liquor Control. In such event, the Division of Liquor Control shall be liable to the Contractor for only those charges specified in this contract for such delivery. Any additional charges incurred as a result of the use of a third party common carrier shall be paid by the Contractor.
5. When the Division of Liquor Control requires delivery between warehouses in the allocations of merchandise that is in addition to the regular delivery schedules, the Contractor shall comply with the delivery priorities established by the Division of Liquor Control as outlined herein:
 - a. Priority #2, requires delivery within three (3) working days after notification by the Division of Liquor Control.
 - b. Priority #3, requires delivery to be made within seven (7) working days after notification by the Division of Liquor Control.
 - c. The Division of Liquor Control reserves the right to supplement the services of the bidder by using trucks owned, leased, or rented by the Division of Liquor Control or by the delivery service employed by distillers in the allocation or reallocation of merchandise to the district warehouse, should the need arise.

V. ITEM DESCRIPTIONS, DEFINITIONS, AND WEIGHTS AND MEASURES SPECIFICATIONS

- A. The term "case", as used in this bid, means any original package or carton containing the following number and capacity of bottles of spirituous liquor:
 1. Twenty-four (24) bottles with a capacity of three hundred seventy-five (375) milliliters or less each.
 2. Twelve (12) bottles with a capacity of one (1) liter or less each.
 3. Six (6) bottles with a capacity of one and three-quarters (1.75) liters or less each.
 4. Twelve (12) bottles with a capacity of one (1) sleeve of 10, 50 milliliters or less each.
 5. Twelve (12) to forty-eight (48) bottles with a capacity of 200 milliliters each.
- B. On original packages or cartons containing other than the above-listed number and capacities of bottles, the Division of Liquor Control reserves the right to determine whether such container shall be considered as a "case" for purposes of this contract. Any case, carton, or package which has been recovered by the Division of Liquor Control or by any warehouse or sales outlet shall be considered a case for the purposes of this contract if it contains one or more bottles of any capacity.
- C. The average case of liquor, as defined in the specifications submitted, weighs approximately forty (40) pounds. The maximum trailer load would be approximately forty-five thousand (45,000) pounds.
- D. A "bundle", as used in the context of paper bags or a box of printer paper, would vary slightly depending on the size of the bags in that bundle, but would average a 2' x 3' x 1' package of stacked and wrapped paper bags.

SPECIFICATION (Cont'd)

- VI. The following mandatory specifications shall be used as definition basis on the cost summary sheet.
- A. Rate per case for intra-district shipments, returns, transfers, or paper bags.
 - 1. Warehouse to sales outlet.
 - 2. Sales outlet to warehouse.
 - 3. Sales outlet to sales outlet.
 - B. Hourly rate for moving complete sales outlet stock from one location to another location: for purposes of computing time spent, the starting time shall be upon the departure from the terminal and the stopping time shall be upon the return to the terminal. Contractor may not charge for any period of time in which the equipment and driver are not involved in the transfer of sales outlet stock. Vehicles used by Contractor must have a minimum of nine hundred fifty (950) cubic feet of cargo area. Hourly rate for pickup and delivery of empty cartons at times other than regular sales outlet deliveries: When empty cartons are picked up during regular deliveries of liquor, there shall be no charge.
 - C. Rate per case for inter-district shipments, returns transfers, or paper bags or boxes of computer paper.

Hourly rate for shipments from warehouse on one district to sales outlet in another district.
 - D. Rate per case for inter-district transfers, or paper bags from warehouse in one district to warehouse in another district for more than 600 case per trailer load.

Price Schedule

YOUR BID:

Bidder shall submit prices for each item listed. Price shall reflect a quantity of one (1) in the unit cost area. Bids that do not contain pricing for each of the listed items shall not be considered a valid bid and no consideration shall be given.

Cincinnati Warehouse District, Southwestern Ohio (See Exhibit-D)

Item Description and Spec. Reference No.	2010 Annual Est. No. of Cases/ Bundles/Hours	1 st Year Unit Price	2 nd Year Unit Price	3 rd Year Unit Price
<u>Warehouse Withdrawals</u> Warehouse to Sales Outlet per case & Paper Bags from Warehouse to Sales Outlet per bundle <i>(cases & bundles to be considered the same cost)</i>	<i>cases</i> 906,479	\$ _____ per case	\$ _____ per case	\$ _____ per case
	<i>bundles</i> 15,694			
	<i>total</i> 922,173			
<u>Transfers</u> Sales Outlet to Warehouse per case or Sales Outlet to Sales Outlet per case <i>(not to exceed 2 times the rate for warehouse to Sales Outlet per case cost.)</i>	4,000 cases	\$ _____ per case	\$ _____ per case	\$ _____ per case
<u>Hourly Work</u> Transfer of Complete Sales Outlet Stock to Another Location, Pickup/Delivery of Empty Cartons or Delivery from Warehouse in One District to Sales Outlet in Another District	200 hours	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
<u>Warehouse Transfers</u> Inter-District Warehouse to Warehouse per case, 600 cases and above per trailer load and Paper Bags from Warehouse to Warehouse per bundle <i>(cases & bundles to be considered the same)</i>	<i>cases</i> 1,500	\$ _____ per case	\$ _____ per case	\$ _____ per case
	<i>bundles</i> 100			
	<i>total</i> 1,600			
Total		\$	\$	\$

Cost of Performance Bond: \$ _____

(The cost of the performance bond will not be used for evaluation purposes.)

Price Schedule (con't.)

YOUR BID:

Bidder shall submit prices for each item listed. Price shall reflect a quantity of one (1) in the unit cost area. Bids that do not contain pricing for each of the listed items shall not be considered a valid bid and no consideration shall be given.

Toledo Warehouse District, Northwest Ohio (See Exhibit-D)

Item Description and Spec. Reference No.	2010 Annual Est. No. of Cases/Bundles/Hours	1 st Year Unit Price	2 nd Year Unit Price	3 rd Year Unit Price
<u>Warehouse Withdrawals</u> Warehouse to Sales Outlet per case & Paper Bags from Warehouse to Sales Outlet per bundle <i>(cases & bundles to be considered the same cost)</i>	<i>cases</i> 502,172	\$ _____ per case	\$ _____ per case	\$ _____ per case
	<i>bundles</i> 8,028			
	<i>total</i> 510,200			
<u>Transfers</u> Sales Outlet to Warehouse per case or Sales Outlet to Sales Outlet per case <i>(not to exceed 2 times the rate for warehouse to Sales Outlet per case cost.)</i>	2400 cases	\$ _____ per case	\$ _____ per case	\$ _____ per case
<u>Hourly Work</u> Transfer of Complete Sales Outlet Stock to Another Location, Pickup/Delivery of Empty Cartons or Delivery from Warehouse in One District to Sales Outlet in Another District	150 hours	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
<u>Warehouse Transfers</u> Inter-District Warehouse to Warehouse per case, 600 cases and above per trailer load and Paper Bags from Warehouse to Warehouse per bundle <i>(cases & bundles to be considered the same)</i>	<i>cases</i> 2,000	\$ _____ per case	\$ _____ per case	\$ _____ per case
	<i>bundles</i> 100			
	<i>total</i> 2,100			
Total		\$	\$	\$

(The cost of the performance bond will not be used for evaluation purposes.)

Price Schedule (con't.)

YOUR BID:

Bidder shall submit prices for each item listed. Price shall reflect a quantity of one (1) in the unit cost area. Bids that do not contain pricing for each of the listed items shall not be considered a valid bid and no consideration shall be given.

Cleveland Warehouse District, Northeast Ohio (See Exhibit-D)

Item Description and Spec. Reference No.	2010 Annual Est. No. of Cases/Bundles/Hours	1 st Year Unit Price	2 nd Year Unit Price	3 rd Year Unit Price
<u>Warehouse Withdrawals</u> Warehouse to Sales Outlet per case & Paper Bags from Warehouse to Sales Outlet per bundle <i>(cases & bundles to be considered the same cost)</i>	<i>cases</i> 1,711,307	\$ _____ per case	\$ _____ per case	\$ _____ per case
	<i>bundles</i> 26,722			
	<i>total</i> 1,738,900			
<u>Transfers</u> Sales Outlet to Warehouse per case or Sales Outlet to Sales Outlet per case <i>(not to exceed 2 times the rate for warehouse to Sales Outlet per case cost.)</i>	7000 cases	\$ _____ per case	\$ _____ per case	\$ _____ per case
<u>Hourly Work</u> Transfer of Complete Sales Outlet Stock to Another Location, Pickup/Delivery of Empty Cartons or Delivery from Warehouse in One District to Sales Outlet in Another District	350 hours	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
<u>Warehouse Transfers</u> Inter-District Warehouse to Warehouse per case, 600 cases and above per trailer load and Paper Bags from Warehouse to Warehouse per bundle <i>(cases & bundles to be considered the same)</i>	<i>cases</i> 14,500	\$ _____ per case	\$ _____ per case	\$ _____ per case
	<i>bundles</i> 200			
	<i>total</i> 14,700			
Total		\$	\$	\$

(The cost of the performance bond will not be used for evaluation purposes.)

Exhibit A

Cincinnati Warehouse District

OUTLETS AND CITIES BY WAREHOUSE DISTRICT F (See Exhibit D for counties.)

Ohio Department of Commerce, Division of Liquor Control

Outlet No.	City	Delivery Day	Outlet No.	City	Delivery Day	Outlet No.	City	Delivery Day
500	Dayton	W	534	Washington C.H.	R	568	Miamisburg	W
501	Cincinnati	F	535	Oxford	R	569	Harrison	T
502	Batavia	M	536	Cincinnati	T	570	Mason	W
503	Eaton	FB	537	Cincinnati	M	571	Versailles	FB
504	Minster	FB	538	Brookville	WB	572	Middletown	R
506	Fairfield	F	539	Wilmington	R	573	Beavercreek	W
507	Dayton	TB	540	Georgetown	TB	574	Dayton	F
508	Blue Ash	T	541	West Carrollton	W	575	Ketterington	M
509	Cincinnati	F	542	Hamilton	RB	576	West Chester	W
510	Deer Park	T	543	Madeira	F	577	Greenville	FB
511	Fairfield	R	544	Milford	R	578	Kettering	W
512	Cincinnati	M	545	N. College Hill	T	579	Englewood	M
513	Dayton	F	546	Centerville	W	580	Cincinnati	FB
514	West Chester	W	547	Hamilton	R	581	St. Marys	FB
515	Yellow Springs	WB	548	Sidney	M	582	Piqua	M
516	Monroe	WB	549	Cincinnati	T	583	St. Henry	FB
517	Reading	T	550	New Bremen	FB	584	Trotwood	W
518	West Chester	W	551	Dayton	R	585	Milford	R
519	Montgomery	W	552	Dayton	F	586	Cincinnati	T
520	St. Bernard	F	553	Cincinnati	T	587	Mt. Orab	TB
521	Greenhills	T	554	Morrow	RB	588	Lebanon	W
522	Cincinnati	M	555	Springdale	T	589	West Milton	MB
523	Fairborn	W	556	Cincinnati	T	590	Dayton	W
524	Hamilton	R	557	Amelia	M	591	Dayton	RB
525	Manchester	TB	559	Wapakoneta	MB	592	Tipp City	MB
526	Cleves	TB	560	Cincinnati	MB	593	Dayton	W
527	Celina	MB	561	Xenia	W	594	Maineville	R
528	Vandalia	F	562	Dayton	W	595	Huber Heights	W
529	Cincinnati	T	563	Cincinnati	M	596	Loveland	RB
530	Norwood	R	564	Sharonville	T	597	Franklin	R
531	Loveland	R	565	Springboro	R	598	Hillsboro	R
532	Troy	M	566	Trenton	R			
533	Greenfield	RB	567	Dayton	M			

Delivery Day Reference Index: M = Monday, T = Tuesday, W = Wednesday, R = Thursday, F = Friday, B = Bi-Weekly

Total Outlets: 97

Exhibit B

Toledo Warehouse District

OUTLETS AND CITIES BY WAREHOUSE DISTRICT F (See Exhibit D for counties.)

Ohio Department of Commerce, Division of Liquor Control

Outlet No.	City	Delivery Day	Outlet No.	City	Delivery Day	Outlet No.	City	Delivery Day
601	Toledo	R	620	Oregon	W	640	Toledo	F
602	Swanton	R	621	Toledo	R	641	Toledo	M
604	Defiance	T	622	Sandusky	F	643	Millbury	WB
605	Toledo	R	623	Sandusky	M	645	Sylvania	F
606	Upper Sandusky	W	624	Lima	T	666	Rossford	R
607	Norwalk	W	625	Port Clinton	M	669	Oak Harbor	M
608	Northwood	M	626	Sylvania	F	673	Gibsonburg	W
609	Ottawa	T	627	Maumee	R	679	Waterville	F
610	Toledo	R	628	Wauseon	R	681	Carey	W
611	Perrysburg	F	629	Toledo	R	682	Bryan	T
612	Huron	M	630	Findlay	T	685	Galion	W
613	Tiffin	W	631	Lima	T	686	Port Clinton	M
614	Fremont	W	632	Toledo	F	689	Marblehead	M
615	Fostoria	W	633	Bowling Green	T	690	Bucyrus	W
616	Lima	T	635	Napoleon	T	691	Delphos	T
617	Willard	W	636	Van Wert	W	692	Holland	F
618	Bellevue	W	638	Findlay	T	694	Crestline	W
619	Lima	F	639	Toledo	F			

Delivery Day Reference Index: M = Monday, T = Tuesday, W = Wednesday, R = Thursday, F = Friday, B = Bi-Weekly

Total Outlets: 53

Exhibit C

Cleveland Warehouse District

OUTLETS AND CITIES BY WAREHOUSE DISTRICT F (See Exhibit D for counties.)

Ohio Department of Commerce, Division of Liquor Control

Outlet No.	City	Del. Day	Outlet No.	City	Del. Day	Outlet No.	City	Del. Day	Outlet No.	City	Del. Day
300	Akron	W	850	Akron	W	913	Brunswick	R	958	Ashtabula	R
301	Kent	R	851	Niles	T	914	Cleveland Hts.	M	959	Kirtland	R
400	Parma	F	853	Youngstown	T	915	Cleveland Hts.	M	960	LaGrange	F
401	Brooklyn	T	855	Youngstown	T	916	Elyria	F	961	Willoughby Hills	T
402	Westlake	F	856	Akron	W	917	Fairview Park	F	962	Grafton	FB
403	Eastlake	R	858	Northfield Vill.	W	918	North Ridgeville	M	963	Strongsville	F
404	Lyndhurst	M	859	Aurora	W	919	Shaker Heights	T	964	Bainbridge	W
801	Canton	T	861	Doylestown	F	921	Willoughby	T	965	Parma	F
803	Brookfield	T	863	Warren	T	923	Medina	R	966	Conneaut	R
804	Lisbon	T	864	Canal Fulton	W	924	Bainbridge	R	967	Oberlin	FB
805	East Liverpool	T	866	Akron	T	925	Cleveland	F	968	Amherst	F
806	Salem	T	867	Akron	W	926	Cleveland	M	969	Solon	R
807	West Salem	R	870	Hudson	W	927	Richmond Hts.	M	970	Independence	M
808	Macedonia	W	871	East Palestine	T	928	Sheffield Lake	F	971	Avon Lake	F
811	New Middletown	MB	872	Akron	R	929	Lakewood	M	972	Chardon	R
813	Youngstown	T	873	Bath	M	930	Cleveland	M	973	Cleveland	R
815	Norton	F	874	North Lima	T	931	Cleveland	M	974	Geneva	R
818	Louisville	R	875	Newton Falls	T	932	Cleveland	R	975	South Euclid	M
821	Akron	W	877	Garrettsville	T	933	Brecksville	M	976	Willowick	T
822	Canton	W	878	Twinsburg	W	934	Cleveland	T	977	Mayfield Heights	R
823	Akron	W	880	Akron	F	935	Eastlake	F	978	Warrensville Hts.	R
826	Canton	W	883	Streetsboro	W	936	Cleveland	T	979	Wadsworth	F
828	Canton	W	884	Boardman Twp.	T	937	Cleveland	M	980	Orwell	RB
829	Youngstown	T	886	Girard	T	938	East Cleveland	M	981	Chesterland	R
830	Youngstown	T	887	Hubbard	T	939	Fairport Harbor	R	982	Painesville	R
831	Warren	T	888	Ravenna	T	941	Cleveland	M	983	Medina	R
833	Warren	T	889	Struthers	T	943	Middlefield	R	984	Madison	R
834	Warren	T	890	Alliance	R	944	Cleveland	T	985	Berea	M
836	Akron	F	893	Akron	W	945	Cleveland	M	986	Ashtabula	R
837	Wooster	W	894	Salineville	T	946	Mentor-on-the-Lake	R	987	Ashtabula	R
838	Orrville	F	896	Rittman	F	947	Cleveland	M	988	Cleveland	M
839	Canton	W	897	Akron	F	948	Lorain	M	989	Lakewood	M
840	Youngstown	T	901	Brookpark	M	949	Avon	F	990	Maple Hts.	R
841	Navarre	W	904	Maple Heights	M	950	Lorain	M	991	Middleburg Hts.	F
843	Youngstown	W	905	Mentor	R	951	Willoughby Hills	F	992	North Olmsted	F
844	Barberton	W	906	Westlake	F	952	Jefferson	R	993	North Royalton	F
845	Cuyahoga Falls	W	907	Euclid	M	953	Cleveland	M	994	Rocky River	F
846	Cuyahoga Falls	W	908	Bedford Hts.	M	954	Cleveland	R	995	Rocky River	F
847	Kent	W	909	Bay Village	F	955	Olmsted Falls	F	996	Strongsville	F
848	Richfield	M	910	Euclid	M	956	Wellington	F			
849	Massillon	W	912	Brooklyn	R	957	Parma	F			

Delivery Day Reference Index: M = Monday, T = Tuesday, W = Wednesday, R = Thursday, F = Friday, B = Bi-Weekly

Total Outlets: 162

Exhibit E

TRUCKING STATS AND ASSUMPTIONS FOR 2011 BID
 Ohio Department of Commerce, Division of Liquor Control

Districts	Scanners and Printers	T/A Tractors	T/A Straight Trucks	Projected Mileage	Trailers 45' - 48' x 96" w/ E-Track	Trailers 40' x 96" w/ E-track	10' conveyor Sections	5' Conveyor Sections	Electric Pallet Jacks for Dock	Manual Pallet Jacks for Trailers
<i>Cincinnati</i>	1 per driver	3	1	122,000	8	1	40	16	2	4
<i>Toledo</i>	1 per driver	3	1	103,000	6	1	28	30	2	4
<i>Cleveland</i>	1 per driver	6	1	206,000	13	0	52	26	3	7
Districts	Monthly Warehouse Rent Charge	Available Square Footage	Holiday Weeks	Palletized Deliveries						
<i>Cincinnati</i>	\$1,500	5,000	5 days delivered in 4	20						
<i>Toledo</i>	\$1,500	5,500	5 days delivered in 4	15						
<i>Cleveland</i>	\$2,000	10,000	5 days delivered in 4	30						
Expenses (estimated)										
	Estimated Equipment Cost	Estimated Annual Trucking Expenditures	Estimated Annual Trucking Costs							
Hand-held scanners (3 year life)	\$57,280	Tech Support Agreement for Scanning Software & Scanning Maint.	\$7,625							
Hand-held scanners (4, 5 and 6 year)	\$40,000 (est.)	Thermal Receipt Paper	\$5,448							
Thermal Printers (3 year life)	\$24,875	Forms	\$12,310							
Thermal Printers (4, 5 and 6 year)	\$18,000 (est.)	Cell Phones	\$6,175							
Scanner Programming	\$35,560	Phone Service	\$29,740							
Desktop Comps. & Printers	\$15,235	Shrink Wrap	\$18,550							
		*Trailer Seals	\$31,210							

*Statewide

Exhibit F

Scanning Formats and Requirements

The trucking company must provide equipment, software, and training to implement an inventory management system and a scanning procedure on the dock prior to loading the truck and from the truck to the outlet at time of delivery with the goal being zero differences in count between what the outlet ordered (except inventory scratches) and what the contract trucking company delivered. A printed copy of the dock scan is retained by the Contractor.

1. The warehouses and trucking facilities have approximately 1 ½ days to fill, check and load the orders for delivery. The cycle takes three days:
 - a. *day one* - order is processed by DOLC and turned over to the warehouse;
 - b. *day two* - the order is picked, delivered to trucking contractor, scanned and corrected, if necessary;
 - c. *day three* - the order is delivered.
2. The cycle begins with the Division's nightly automated polling process where orders are retrieved by the DOLC. The orders are reviewed for appropriateness by DOLC. By approximately 10:00 a.m. the orders are released for processing. The DOLC system compares the requested cases to the inventory as reported to DOLC by the warehouse's warehouse management system (WMS). If the product is not within our top 150 selling brands and there is a system inventory of zero, a scratch eliminates that item from records communicated back to the warehouses' WMS.
3. The warehouse contractor will, through its WMS, provide to the trucking contractor a daily copy of file(s) as obtained from DOLC. The copy of the daily order file will be appropriately adjusted to show changes from original order(s) to final order(s) as changed by inventory outages, shipment of partial cases and/or any other event that causes a modification to DOLC's original order(s). The data prepared by warehouse(s) for Trucking Contractors must be able to be communicated through a secure electronic connection (internet, VPN, or dedicated connection) with the capability of transferring and receiving files via secure API, FTPS, SFTP or HTTPS in a like manner as data is communicated between the warehouse(s) WMS and the Division's systems.

The file includes sales outlet identification, Agency Invoice number(s), date, liquor brand codes and quantities, and a grand total by case and bottle. From the file transfer the data is loaded into or made assessable to hand-held scanning devices. After the physical scan of the load, the data is downloaded to the trucking contractor's inventory management system for a comparison and creation of an exception report showing any discrepancies between what the warehouse contractor submitted as a complete load and what was scanned. Load discrepancies will be resolved using this method of cross-checking for accuracy prior to delivery to sales outlet and by exchanging cases if wrong size or brand, adding cases if short, returning cases if over, etc.

Trucking and Warehouse Contractors will provide adequate personnel for immediate resolution to load discrepancies.

4. This data must be stored, archived, retrievable, accessible at all times via software & equipment in use by the contractor and supported by at least two (2) highly trained personnel. The Contractor, at their expense, will modify system(s), equipment, or software when instructed, and are required to do so by the DOLC at any time during the life of the contract.

Questions and Answers:

- a. All of the warehouse managers have been instructed to educate their employees who pull the product to stack the pallets in such a manner that all cases are stacked so that case code labels face outward. In the instance of the middle stacked cases, the person scanning simply moves the 3 or 4 middle end cases. If there are multiple cases of a single brand, either in the middle stack or an outside stack, the case can be scanned once and a quantity key used.
- b. In a timed scan test on the dock with experienced staff members a scan averaged about five minutes per pallet with an average case count of 45-50 cases per pallet.
- c. At the time of delivery to outlets the driver can scan the front row and one side row of a pallet before moving any cases. He then puts these scanned cases on the track (or off of the truck in method dictated by facility). Only then does he have to begin to move cases in order to scan them by turning a stack at a time.
- d. A printed copy of the scan at the time of delivery must be provided to the sales outlet.