

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 OT905910	OPENING DATE (1:00 p.m.) FEBRUARY 5, 2010	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		CITY	STATE ZIP
Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. LIQ018	BID NOTICE DATE JANUARY 15, 2009	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			
PARTICIPATING AGENCY(IES): Ohio Department of Commerce, Division of Liquor Control, 6606 Tussing Rd., Reynoldsburg, OH 43068-9005			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>To Provide Administrative Accounting, Inventory Control, Warehouse Handling and Storage Services for the Ohio Department of Commerce, Division of Liquor Control in Northwest, Southwest and Northeastern Ohio.</p> <p><u>TERM OF CONTRACT:</u> 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, 2010</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>May 31, 2016</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><u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u>, 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 five (5) 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 TERMS AND CONDITIONS

WHERE APPLICABLE, THE FOLLOWING TERMS AND CONDITIONS SUPERSEDE ANY STANDARD TERMS AND CONDITIONS SHOWN IN THIS BID.

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.

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.

SUBMISSION OF INVOICES: Separate invoices shall be required as follows:

- a. Invoice liquor vendor(s) for all handling and storage services actually performed, if the merchandise is in Bailment, Special Order or liquor vendor stock.
- b. Invoice Division of Liquor Control, 6606 Tussing Road, Reynoldsburg, OH 43068-9005 for all handling and storage charges for services actually performed for merchandise that is State stock.
- c. Invoices for paragraph "a" and "b" above shall be rendered on a calendar month basis and shall be due and payable thirty (30) days after such billing.
- d. Please indicate your Tax Identification Number on all statements and invoices.

PERFORMANCE BOND: The Director, Department of Administrative Services may require a performance bond in the amount of two hundred thousand (\$200,000.00) dollars be submitted by the bidder. As part of the evaluation process to determine the lowest responsive and responsible bidder, the bidder will be required to provide the said performance bond within ten (10) business days, after notification, to the Office of State Procurement. Failure to provide the performance bond within the stated time period will result in the bidder being deemed as not-responsive.

The purpose of the bond is to ensure proper performance by the Contractor on any contract awarded pursuant to this bid. A standard bond form from any company authorized to do business within the state of Ohio is acceptable. The bond shall be made payable to the Treasurer, State of Ohio, referencing the applicable bid number.

The bond shall become effective upon written notification by the Director, Department of Administrative Services that the bidder has been determined to be the lowest responsive and responsible bidder and that a contract has been awarded to the bidder, and 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.

AWARD: There will be one (1) award per location to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein.

- a. The award will be based on the cost of six (6) years. Optional years will not be used to determine the low lot cost of the bid. However, a price must be entered in the optional year columns to be considered for the award of this ITB. Failure to enter a cost for the optional years shall deem your bid non-responsive with no further consideration for award.
- b. **Facility Acceptance:** The using agency will perform a Site Survey of bidder's facility to determine acceptability.

EVALUATION: There will be one (1) award per location. Although there will be separate location awards made, bidders are eligible to receive awards of multiple locations provided that the bidder is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the locations.

Bid responses will be evaluated primarily based on the requirements contained in this bid proposal. Such evaluation will be accomplished jointly by State Procurement and by an evaluation committee. It is the committee's and State Procurement's intent to award a contract to the bidder submitting the lowest responsive and responsible bid meeting specified bid requirements.

Cost evaluation will be determined by using an estimate of cases received annually, based on inventory status shown on Exhibit "B, C or D", extended by the appropriate charges. The total charges will equal the annual cost in the evaluation process. (See formula example on Exhibit "A")

PROPOSAL EVALUATION FORMAT: The main criterion which is to be used in proposal evaluation are:

The award will be based on the cost of six (6) years. Optional years will not be used to determine the low lot cost of the bid. However, a price must be entered in the optional year columns to be considered for the award of this ITB. Failure to enter a cost for the optional years shall deem your bid non-responsive with no further consideration for award. Award shall be based on lowest responsive and responsible bid meeting specifications.

PRICES: All prices shall be firm. Check your bid carefully because errors cannot be corrected after bids are opened. This Invitation To Bid and the bid response will become a part of the contract.

State Procurement may accept or reject any or all bids, either in whole or in part (by item). State Procurement may waive minor defects in a bid when no prejudice will result to the rights of any other bidder or to the public.

CERTIFICATION: A certificate attesting to the fact that the bidder has the facility, service personnel and equipment to meet the requirements specified herein must be submitted with this bid. Furthermore, this certificate shall be on business or corporate letterhead paper and signed by an authorized representative submitting the response. If the bidder is a corporation, a corporate resolution authorizing the submission of its bid, shall be submitted and if the bidder is the successful awardee, a corporate resolution authorizing it to enter into the contract.

OPTIONAL RENEWAL: The State reserves the right to accept or reject the optional renewal year's pricing (prices quoted, pricing schedules) under the terms and conditions stated herein.

CONTRACT RENEWAL: This contract may be renewed for one (1) month, at the state's option. Additionally, this contract may be renewed by agreement any number of times for any period of time under the same prices, terms and conditions stated herein. The cumulative time of all renewals by agreement may not exceed two (2) years.

CONTRACT COMPLIANCE: During the term of this contract, each using agency shall be responsible to monitor the Contractor's performance and compliance with the terms and conditions of the contract. If an agency observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the problem(s), the agency shall notify the Office of State Procurement to help resolve the incident(s). Continued failures on the Contractor's part to comply with the terms and conditions of the contract may result in the immediate termination of the Contractor from contract by the Director, Department of Administrative Services.

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

- a. Immediate termination by the Department of Administrative Services, at the request of the Division of Liquor Control for cause upon the failure of the Contractor to comply with the terms and conditions of the contract. Termination will begin twenty-four (24) hours following notice to the Contractor for failure to comply with these terms and conditions. Termination for cause, shall create a liability upon the Contractor to pay reasonable termination costs and perform reasonable termination services. Termination will be determined by the Department of Administrative Services, including, but not limited to, the items listed below.
- b. Upon filing of a petition in bankruptcy or insolvency by or against the Contractor, the Department of Administrative Services may deem the contract terminated. Such termination shall not be a waiver of the Department's right to file claims against and receive payment for any and all damages it incurs as a result of such termination.
- c. The contract shall terminate May 31, 2016 unless otherwise extended in accordance with the optional renewal clause as listed above.
- d. Upon termination of the contract, it will be the Contractor's responsibility to assist the Division of Liquor Control in the orderly removal of all stored items from the Contractor's facilities. Such assistance will include the necessary labor and equipment to move said items from storage areas to the appropriate shipping dock for shipment by rail or truck as directed by the Department.
- e. Upon any request for assignment of this contract, DAS and the Division of Liquor Control are to review the request and will make a determination whether to approve the request for assignment. Upon any assignment of this contract without the approval of both DAS and the Division of Liquor Control, DAS may terminate the contract.

DEPARTMENT'S OPTIONS: The Division of Liquor Control reserves the right to change, or enlarge the warehouse district or consolidate any one or more of its warehouse districts.

CONTRACTOR'S AGREEMENT: The successful Contractor agrees that it will make available any and all documents, books of accounts, corporate records, stockholders' ledgers, etc. 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. Contractor and the state of Ohio recognize that in actual economic practice, overcharges resulting from anti-trust violations are usually borne by the state of Ohio. As consideration for the award of this contract, and intending to be legally bound, Contractor assigns to the state of Ohio all right, title and interest to all claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws provided that the claims or causes of action relate to the goods or services that are the subject of this contract, and except as to any claims or causes of action which result from antitrust violations that occur after the price is established under this contract and that are not passed on to the state of Ohio. Additionally, the Contractor warrants that each of its first tier suppliers and subcontractors will assign all such claims and causes of action to the state of Ohio, subject to the aforementioned provision and exception.

USAGE REPORTS: Every six (6) months the Contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of State Procurement, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Peggy J. Canada.

SPECIFICATIONS TO PROVIDE ADMINISTRATIVE ACCOUNTING,
INVENTORY CONTROL, WAREHOUSE HANDLING AND STORAGE SERVICES.

I. SCOPE

These specifications shall cover the administrative accounting, inventory control, warehouse handling and storage services for spirituous liquor for the Ohio Department of Commerce, Division of Liquor Control in Northwest, Southwest and Northeastern Ohio.

II. RESPONSIBILITY REQUIREMENTS

- A. No bidder, directly or indirectly, through or by its directors, officers, principal stockholders, partners, employees, agents or otherwise, shall have any interests in the business of any distillery, rectifier, importer, broker, wine maker, brewer, wholesale distributor or retailer of beer, mixed beverages, wine or spirituous liquor, as defined by Section 4301.01 "Revised Code of Ohio", nor shall any such persons have been convicted of a crime which, in the sole opinion of the bid evaluators, would render the bidder an unfit party with whom to do business. All owners, directors, managers and officers of the bidders agree to a criminal background check in connection with the submission of their bid. The criminal background checks must be conducted in accordance with the procedures required by the Division of Liquor Control.
- B. Each bidder must submit the fire insurance rating for each building described as part of this bid. If the Division of Liquor Control, (hereafter DOLC), any liquor vendor, or anyone authorized by DOLC to warehouse merchandise in that warehouse incurs a rate increase in its fire insurance (for merchandise stored at a warehouse) due to dangerous materials being stored at the warehouse, DOLC, any liquor vendor, or anyone authorized by the DOLC to warehouse merchandise in that warehouse may deduct the amount of the increase from payments to the Contractor until the situation has been corrected and the rate increase is reduced.
- C. Bidding entity must have been in the warehousing business for a minimum of two (2) year prior to the date of bid opening.
- D. An authorized representative of the bidder, which will include principles, owners, and/or management, must have a minimum of five (5) years experience in the warehousing business.

The bidder shall immediately notify the Department of Administrative Services (DAS), office of State Procurement and the Division of Liquor Control, of any changes to the management personnel of anyone responsible for handling this account (DOLC) for the successful bidder, and all new management personnel must have a minimum of five (5) years experience in the warehousing business.

III. WAREHOUSING SPECIFICATIONS

The space and services proposed must conform to the following conditions in the warehouse(s):

- A. The successful bidder shall be deemed an independent Contractor, and not an agent of the Division of Liquor Control. The term "independent Contractor" means: one who exercises an independent employment and who has the right to employ and direct the action of the workers, independent of the Division of Liquor Control.
- B. The building for the Northwest must be located in Lucas County, the building for the Southwest must be located in Hamilton County or within five (5) miles of the I-75 corridor in Butler County and the building for the Northeast must be located in Cuyahoga County (see attached map - Exhibit E). Each bidder shall bid no more than three (3) buildings per District.

Any facility to be used for this contract must meet all requirements within thirty (30) days of the award. The evaluation committee will decide if in its opinion, the facility can meet the state requirements within the thirty (30) days.

SPECIFICATIONS TO PROVIDE ADMINISTRATIVE ACCOUNTING,
INVENTORY CONTROL, WAREHOUSE HANDLING AND STORAGE SERVICES Cont'd.

Bidder must provide to the Division of Liquor Control a complete brand slot location diagram within fifteen (15) days prior to the date Bidder is to receive the inventories of spirituous liquor. Annually, it is Contractor's responsibility to provide the Division of Liquor Control with an updated slot location report.

Bidder must complete the physical painting of the slot locations at least seven (7) days prior to the date the Bidder is to receive the inventories of spirituous liquor.

1. The building must be fire resistant with an operational sprinkler protection system or equally effective system of protection as meets the approval of the insurance service office or other recognized inspection services.
2. The building must be supplied with adequate protective service such as alarms, security person service, and other effective protective devices and services. The building must have ingress to and egress from the warehouse proper through paved streets.
3. The building must be able to accommodate truck delivery on an approximately level street or space. Dock space for the Northeast location must be available for the placement of a minimum of four (4) trucks, the dock space for the Southwest and Northwest locations must be available for the placement of a minimum of two (2) trucks or over-the-road trailers at one time at the warehouse receiving area and with truck bodies at floor level.
4. The building for the Northeast location must have a minimum of two hundred thousand (200,000) square feet available, the building for the Southwest location must have a minimum of one hundred twenty thousand (120,000) square feet and the building for the Northwest location must have a minimum of seventy-five thousand (75,000) square feet. Although the building may have other levels above the area utilized by the Division of Liquor Control, the area in which the liquor will be stored must be a single level ground level facility with sufficient ingress and egress for spirituous liquor. Further, this single level storage area shall not share any common areas with any other level of the building, including but not limited to dock doors, staging areas and office space. The area in which the liquor will be stored must be a single level facility with a minimum unobstructed (not to include any items, i.e. sprinkler system, pipes, lighting etc.) ceiling height in the proposed liquor storage areas of twenty (20) feet. (See Exhibit B, C and D respectively for inventory and movement quantities.)
5. The liquor, paper bags and boxes of paper inventory must be processed on the "first in - first out" method, because of label, vendor, proof, age and metric changes that occur and to keep stock up-to-date.
6. The Contractor shall use standard size pallets (48" x 40") in the handling and storage of all liquor and paper bags within the warehouse and the Contractor shall allow the Division of Liquor Control's contract carrier to load outlet deliveries on the contract carrier's vehicles, using the same standard size pallet that the Contractor loaded when the order was pulled.
7. The Division of Liquor Control requires each warehouse to maintain a free pallet exchange program with all liquor vendors as well as each warehouse in the D.O.L.C. system. As long as the pallets received are in serviceable condition and of standard size, the warehouse(s) are required to replace an equal quantity of pallets into the vehicle (including the contract carrier vehicle) from which pallets were unloaded. This exchange is to be noted on the receiving report. If the driver refuses to accept the return pallets, the pallets are to be retained at the warehouse(s) and the refusal noted on the receiving report. Under no condition will the State pay for pallets. At the present time, approximately ninety (90) percent of the trucking loads of spirituous liquor are received on slip sheets and require no pallet exchange.

SPECIFICATIONS TO PROVIDE ADMINISTRATIVE ACCOUNTING,
INVENTORY CONTROL, WAREHOUSE HANDLING AND STORAGE SERVICES Cont'd.

8. Upon unloading of any merchandise from any liquor vendor or another warehouse, the Contractor will be responsible for the good condition of all cases of liquor, bundles of paper bags, and boxes of paper received at their warehouse, whether palletized, slip sheet or floor loaded. If any damage or shortage is detected during unloading, the damage must be set aside and recoopered immediately after unloading is completed. When any loss or damage is discovered, the Contractor must notify the delivering carrier's representative and preserve the unloading record, receiving report and copy of the delivery receipt signed by the driver for each shipment. Also, the delivery receipt must have the amount of damage recorded on it plus the driver's signature. If damage is found in a rail car and no inspection report was made, all damage will be charged to the Contractor. After all inspections have been made and the saleable merchandise recoopered, the remaining damaged bottles are to be destroyed in accordance with all applicable state and federal laws (e.g. hazardous waste). If the merchandise is unsaleable (e.g. missing labels) it must be reported as such and segregated from other stock until the Division of Liquor Control can determine what is to be done with the merchandise. After the Division of Liquor Control has made a determination as to the disposition of the bailment, special order and liquor vendor merchandise, the Contractor and the liquor vendor must determine the appropriate method of carrying out this disposition. All Bailment, Special Order and vendor stock breakage occurring in the warehouse (house breakage) will be destroyed on a quarterly basis. Liquor vendors must be notified, in writing, of the merchandise to be destroyed and the scheduled date of destruction at least thirty (30) days in advance and must have the opportunity to inspect the merchandise and witness its destruction. The Contractor is to keep a record of all breakage reports and furnish a copy to the liquor vendor. The Contractor is to unload all shipments from the interior of rail car(s) or truck(s) including containers with due care; to inspect all cases and/or bundles; to determine evidence of tampering; exterior evidence of damage; to inspect all cases or bundles for short weight according to Division of Liquor Control policy. Any palletized or slip-sheet load received must be unloaded as such. The Contractor must not allow the driver to repalletize the load unless the pallets received are not standard size. If any truck or container shipment is floor-loaded and the Contractor has the driver palletize the load, the Contractor is still responsible for the good condition of all merchandise received. Under no condition is the Contractor allowed to refuse delivery of a load of merchandise without approval from the Division of Liquor Control.
9. Bailment and Special Order stock can only be received if the warehouse has a Blanket Consent number of the liquor vendor. Bailment and Special Order merchandise must be unloaded the same as State Stock, except that Bailment and Special Order Stock are still the property of the liquor vendor, and the Contractor's reporting will be directed to the liquor vendor. State stock is any product that the Division of Liquor Control takes ownership of while still in the warehouse. A copy of the non-negotiable receiving report will be sent to the Division of Liquor Control. The audit of these stocks is the responsibility of the Contractor, along with Division of Liquor Control and the stocks will be audited twice a year and adjusted with the applicable liquor vendor by letter.

The Contractor will be responsible for audit inventory shortages at the Division of Liquor Control's cost price. Inventory overages will be applied against shortages with the Contractor responsible for the net shortage. In the case of a net inventory overage, the liquor vendor will not be responsible for payment to the Contractor; however, the overage will be applied to the next audit inventory shortage. If the liquor vendor can provide documentation that an inventory overage is the result of an overshipment or failure to report receipt of merchandise properly, then the overage will be deducted from the audit overage. The payment by the Contractor to the vendor of audit inventory shortages is due within thirty (30) days of a liquor vendor's invoice.
10. Unloading of Trucks - The Contractor will be responsible for scheduling of any truck(s) for unloading into its warehouse. Based on the code of federal regulations and/or any applicable state laws or rules in effect at the time on motor vehicles, records must be kept as to the time involved regarding appointments and unloading. The Division of Liquor Control reserves the right to require the Contractor to add additional personnel to accommodate deliveries of spirituous liquor if an appointment cannot be made within five days of a call requesting a delivery appointment.

SPECIFICATIONS TO PROVIDE ADMINISTRATIVE ACCOUNTING,
INVENTORY CONTROL, WAREHOUSE HANDLING AND STORAGE SERVICES Cont'd.

11. The Contractor must make platform delivery in good condition for all authorized merchandise to be released from the warehouse. The Contractor will be responsible for ensuring that the correct brands, container sizes, and case quantities are pulled for each shipment. Contractor is to provide personnel to verify all withdrawn merchandise with regard to outlet, brand and quantity prior to the merchandise being released to the contract carrier. Prior to the time the Contractor releases spirituous liquor products to the contract carrier, the Contractor must provide to the contract carrier an electronic record, in a format satisfactory to the Division of Liquor Control, of the spirituous liquor products that the contract carrier is to deliver to each agency store outlet. Each order must be verified by physical count, and must be scanned for accuracy. After both the warehouse Contractor and trucking Contractor are satisfied that the order is accurate (both in brand and quantity), the warehouse Contractor must provide a printed copy of the order authorization to the trucking Contractor. For each short shipment exceeding the rate of 5 per 10,000 cases of inventory pulled for shipment during any given week, the Contractor will be charged a fee of fifty (\$50.00) dollars, to be paid to the Division of Liquor Control within thirty (30) days of invoicing. A 'short shipment' is a pulled order, which contains either an incorrect brand or container size or the incorrect number of cases.

The Contractor must make platform delivery in good condition for all authorized merchandise:

- a. To the Division of Liquor Control's contract carrier's area as early as possible, but the last order must be delivered no later than 3:00 p.m. on the scheduled pull date of each sales outlet in order that the trucks can be loaded and the merchandise delivered on schedule. Failure of the Contractor to supply deliveries by 3:00 p.m. of the scheduled pull date will result in a charge back of overtime incurred as a result by the Division of Liquor Control's contract carrier.
- b. To the liquor vendor's representatives as directed by the Division of Liquor Control.
- c. To sales outlet managers as directed by the Division of Liquor Control.
- d. To any other person authorized to do so by the Division of Liquor Control.

During the first three weeks of the initial warehouse contract, DOLC's contract carrier and the Contractor will coordinate the times that the orders will be furnished to the contract carrier.

12. Upon notification of the availability of transfer inventories (warehouse to warehouse from their stock) or upon immediate receipt of reallocated inventories, the contract carrier, based on priority of movement issued by the Division of Liquor Control, will advise the Contractor of release to the contract carrier's area or assigned common carrier, or anyone so designated by the Division of Liquor Control. The Contractor will cooperate and facilitate such transfer of inventories.
13. The Contractor will designate two persons (primary and secondary) who will have communications responsibility to the Division of Liquor Control and/or liquor vendor regarding the daily operations (inventory shipments and reporting) of the warehouse. The Contractor shall employ one full-time Warehouse Manager who shall not directly perform duties related to filling order and unloading of trucks. The Contractor shall also employ one full-time clerical person, who shall not be directly involved in the unloading of trucks.
14. The Contractor for the Northeast location must provide 10,000 square feet of space at dock level for Division of Liquor Control's contract carrier. The Contractor for the Southwest and Northwest locations must provide 5,000 square feet of space at dock level each for Division of Liquor Control's contract carrier. All locations will require a private pedestrian entrance and a security system to allow access by the contract carrier's personnel outside of warehouse working hours. Included in the total square feet for the Northeast location is 200 square feet needed for the contract carrier offices and the remaining 9,800 square feet will be required as a staging area with 8 contiguous dock doors for the carrier. Included in the total square feet for Southwest and Northwest locations is 200 square feet each needed for offices and the remaining 4,800 square feet each will be required as staging with 6 contiguous dock doors for each location. It is the responsibility of the Contractor to maintain and provide concrete pads sufficient to support all contract carriers' trailers in the loading area. The contract carrier's office space will require sufficient heat, lighting,

SPECIFICATIONS TO PROVIDE ADMINISTRATIVE ACCOUNTING,
INVENTORY CONTROL, WAREHOUSE HANDLING AND STORAGE SERVICES (Cont'd)

water, air conditioning, ventilation, and restroom facilities. The contract carrier must pay a fixed monthly rental for this area, which will be agreed upon between the Contractor and the trucking Contractor, but in no event will such monthly rental exceed \$2,000.00 for the Northeast location and \$1,500.00 each for the Southwest and Northwest locations. The utilities and security system charges will be the responsibility of the contract carrier. Also included in this monthly rental charge will be the costs of a protected yard which must be provided by the Contractor for the Division of Liquor Control's contract carrier and which will encompass the dock area and be large enough to hold 15 semi trailers for the Northeast location and 10 semi trailers for the Southwest and Northwest locations and be protected by locks and live security or a central station intrusion alarm on the gate. The fence provided by the Contractor for the protected fenced yard must extend at least ninety (90) feet from the contract carriers' space, and all the loading doors for the warehouse must be located within this fenced area. However, the Division of Liquor Control has the right to alter this requirement to adjust to the physical make-up of the building, if mutually agreed by the Division of Liquor Control and the Contractor.

15. It will be the Contractor's responsibility to keep the receiving, shipping, parking and entry areas of the warehouse, and the contract carrier's area clear of ice, snow, water, storm drainage and any other obstruction.
- C. Data Processing equipment and reporting requirements - The warehouse Contractor will provide computer equipment, software and appropriate applications capable of handling the information as explained in Exhibit F attached. Such computer is to be fully programmed and operational within thirty (30) days of award. Regardless of the location of the computer's main frame, (i.e. in the warehouse or at another location), the Contractor will be responsible for the entry and maintenance of data as well as the operation of the system. If any problems arise with the system, the Contractor will be contacted by the Division of Liquor Control and the Contractor will be responsible for making the necessary corrections or changes with forty-eight (48) hours, unless the Division of Liquor Control agrees to an extension of time. The estimated start-up computer programming costs to the Contractor are expected to be in the range of \$35,000 to \$50,000 for the Contractor's warehouse facility to become operational.
 - D. All invoices are required for items listed below and are to be rendered on a calendar month basis and to be due and payable thirty (30) days after billing. All handling charges will be the sole responsibility of the liquor vendor if the merchandise is Bailment, Special Order, or Vendor Stock, and all handling charges for merchandise that is State Stock will be the responsibility of the Division of Liquor Control.
 - E. Programming Formats can be obtained at the following link on the website of the Division of Liquor Control: <http://com.state.oh.us/liqr/docs/WarehouseDocumentation.pdf>.
1. Handling in, handling out and storage charges for liquor and paper bags will require a per case bid; as set forth in the attached Price Schedule. The following is pertinent information regarding the Price Schedule; Four (4) different methods are described below and each must be bid on.
 - a. Handling In and Handling Out - these charges cover the ordinary labor involved in unloading of rail cars and motor vehicles, receiving goods at warehouse door, inspection, placing goods in storage, filling orders from storage and making platform delivery; also loading of any common carrier vehicle for return of vendor merchandise.
 - b. Case or Bundle - case refers to spirituous liquor and the Division of Liquor Control will specify the number of bottles per case, per code number and size of bottle. From time to time one (1) case could consist of two (2) or more boxes strapped together. Any fraction of a case will be considered as a whole case, for billing purposes only; bundle refers to paper bags or boxes of paper and the Division of Liquor Control will consider any fraction of a bundle as a whole bundle for billing and inventory. A separate rate charge per case (or fraction thereof) for handling in and handling out; with a rate for storage by half month; and a rate for renewal with each succeeding month. Initial charge(s) - flat rates per case (or fraction thereof) for handling in and handling out.

SPECIFICATIONS TO PROVIDE ADMINISTRATIVE ACCOUNTING,
INVENTORY CONTROL, WAREHOUSE HANDLING AND STORAGE SERVICES (Cont'd)

- c. Storage - a flat rate per case (or fraction thereof) if received between the 1st and 15th of the month will be a full month's rate. If received between the 16th and last day of the month, the charge will not exceed one-half of the month's rate.
 - d. Renewal - a flat rate per case (or fraction thereof) for the case inventory on the 1st day of each succeeding month will be charged at the rate established for storage for the 1st through the 15th of the month.
2. There will be no handling in charge for the initial movement of existent stock into the Contractor's facility, and the initial storage charges will be prorated from date of receipt. No Contractor shall charge any minimum invoice amount at any time.
 3. Rate for recouping a full case (a fraction of a case equal's one case) for liquor only. The Contractor shall recoup special order merchandise as required by the Division of Liquor Control.
- F. The Division of Liquor Control will be responsible for the costs of transferring the existing inventories of spirituous liquor from the previous Contractor's warehouse facility to the new Contractor's warehouse facility.
 - G. The awarded Contractor will be required either to provide or purchase at least 4,500 pallets for the Northeast location, 3,000 pallets for the Northwest location; and 3,500 pallets for the Southwest location in good condition or to do a pallet exchange from the previous warehouse Contractor. In a pallet exchange, the awarded Contractor would retain the pallets from the previous warehouse Contractor, but the awarded Contractor would provide to the previous warehouse Contractor an equal number of pallets in a similar condition.
 - H. The Contractor will be responsible to provide and to have available at all times a minimum of four (4) month supply of Agency Invoice Authorization forms ("Authorization Form"), which is a three part carbonless form, and which is attached as Exhibit G. This Authorization Form documents the movement of a liquor order from the warehouse to a liquor agency. A typical box of Authorization Forms contains 500 such forms. The cost for a box of such forms is approximately \$20.00. The annual use of Authorization Forms has been as follows: Northwest Warehouse – 30 boxes; Southwest Warehouse – 48 boxes; Northeast Warehouse – 70 boxes.

ATTACHED EXHIBITS

- A. Formula for costing Warehouse Bids
- B. Northwest - Warehouse movements and inventory status in cases for calendar year (12 months ending 12/31/08)
- C. Southwest - Warehouse movements and inventory status in cases for calendar year (12 months ending 12/31/08)
- D. Northeast - Warehouse movements and inventory status in cases for calendar year (12 months ending 12/31/08)
- E. Map of Counties Services
- F. Data Processing equipment and reporting requirements.
- G. Agency Invoice Authorization Form.

YOUR BID:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of State Purchasing and not used in the evaluation and any subsequent award.

PRICE SCHEDULE

Northwest Warehouse

ITEM ID: 11912

NOTE: Optional years will not be used to determine the low lot cost of the bid. However, a price must be entered in the optional year columns to be considered for the award of this I.T.B. Failure to enter a cost for the optional years shall deem your bid non-responsive with no further consideration for award. This Price Schedule is for Northwest Ohio.

ITEM DESCRIPTION	COST PER CASE						COST PER CASE	
	06/01/10 through 05/31/11	06/01/11 through 05/31/12	06/01/12 through 05/31/13	06/01/13 through 05/31/14	06/01/14 through 05/31/15	06/01/15 through 05/31/16	OPTIONAL	YEARS
							06/01/16 through 5/31/17	06/01/17 through 05/31/18
<u>Handling Charge</u> In	\$	\$	\$	\$	\$	\$	\$	\$
Out	\$	\$	\$	\$	\$	\$	\$	\$
Storage Charge (1st thru 15th)	\$	\$	\$	\$	\$	\$	\$	\$
Storage Charge (16th thru end)	\$	\$	\$	\$	\$	\$	\$	\$
Renewal Charge	\$	\$	\$	\$	\$	\$	\$	\$
*Rate for recouping full case of liquor	\$	\$	\$	\$	\$	\$	\$	\$

*A minimum renewal of \$10.00 will be billed to any vendor that does not maintain a sufficient inventory to exceed the \$10.00 charge.

** Cost of Performance Bond _____

** Will not be used in the evaluation formula

Renewal - a flat rate per case (or fraction thereof) for the case inventory on the 1st day of each succeeding month will be charged at the rate established for storage for the 1st through the 15th of the month.

YOUR BID:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of State Purchasing and not used in the evaluation and any subsequent award.

PRICE SCHEDULE

Southwest Warehouse

ITEM ID: 4397

NOTE: Optional years will not be used to determine the low lot cost of the bid. However, a price must be entered in the optional year columns to be considered for the award of this I.T.B. Failure to enter a cost for the optional years shall deem your bid non-responsive with no further consideration for award. This Price Schedule is for Southwest Ohio.

ITEM DESCRIPTION	COST PER CASE						COST PER CASE	
	06/01/10 through 05/31/11		06/01/11 through 05/31/12		06/01/12 through 05/31/13		06/01/13 through 05/31/14	
	06/01/14 through 05/31/15		06/01/15 through 05/31/16		06/01/16 through 05/31/17		06/01/17 through 05/31/18	
Handling Charge In	\$	\$	\$	\$	\$	\$	\$	\$
Out	\$	\$	\$	\$	\$	\$	\$	\$
Storage Charge (1st thru 15th)	\$	\$	\$	\$	\$	\$	\$	\$
Storage Charge (16th thru end)	\$	\$	\$	\$	\$	\$	\$	\$
Renewal Charge	\$	\$	\$	\$	\$	\$	\$	\$
*Rate for recouping full case of liquor	\$	\$	\$	\$	\$	\$	\$	\$

*A minimum renewal of \$10.00 will be billed to any vendor that does not maintain a sufficient inventory to exceed the \$10.00 charge.

** Cost of Performance Bond _____

** Will not be used in the evaluation formula

Renewal - a flat rate per case (or fraction thereof) for the case inventory on the 1st day of each succeeding month will be charged at the rate established for storage for the 1st through the 15th of the month.

YOUR BID:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of State Purchasing and not used in the evaluation and any subsequent award.

PRICE SCHEDULE

Northeast Warehouse

ITEM ID: 9173

NOTE: Optional years will not be used to determine the low lot cost of the bid. However, a price must be entered in the optional year columns to be considered for the award of this I.T.B. Failure to enter a cost for the optional years shall deem your bid non-responsive with no further consideration for award. This Price Schedule is for Northeast Ohio.

ITEM DESCRIPTION	COST		PER		CASE		COST PER CASE	
	06/01/10 through 5/31/11	06/01/11 through 05/31/12	06/01/12 through 05/31/13	06/01/13 through 05/31/14	06/01/14 through 05/31/15	06/01/15 through 05/31/16	OPTIONAL	YEARS
							06/01/16 through 05/31/17	06/01/17 through 05/31/18
<u>Handling Charge</u> In	\$	\$	\$	\$	\$	\$	\$	\$
Out	\$	\$	\$	\$	\$	\$	\$	\$
Storage Charge (1st thru 15th)	\$	\$	\$	\$	\$	\$	\$	\$
Storage Charge (16th thru end)	\$	\$	\$	\$	\$	\$	\$	\$
Renewal Charge	\$	\$	\$	\$	\$	\$	\$	\$
*Rate for recouping full case of liquor	\$	\$	\$	\$	\$	\$	\$	\$

*A minimum renewal of \$10.00 will be billed to any vendor that does not maintain a sufficient inventory to exceed the \$10.00 charge.

** Cost of Performance Bond _____

** Will not be used in the evaluation formula.

Renewal - a flat rate per case (or fraction thereof) for the case inventory on the 1st day of each succeeding month will be charged at the rate established for storage for the 1st through the 15th of the month.

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.

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

BID SUBMISSION CHECK LIST
***MANDATORY/REQUIRED WITH THE BID RESPONSE**

<u>SUBMITTED</u>	<u>REQUIRED</u>
_____ BID COVER PAGE, SIGNED IN BLUE INK (PAGE 1)	<u>YES</u>
_____ CERTIFICATE FOR DOMESTIC AND OHIO PREFERENCE (PAGE 2)	<u>YES</u>
_____ YOUR BID PRICE SCHEDULE (PAGES 12- 14)	<u>YES</u>
_____ BID AUTOMOBILE LIABILITY CHECKLIST (PAGE 15)	<u>YES</u>
_____ CERTIFICATION: To be submitted attesting to the fact that the bidder has the facility, service personnel and equipment to meet the requirements. (PAGE 4)	<u>YES</u>
_____ COPY OF SIGNED W-9 WITH THE CORRECT BILLING ADDRESS, SHOULD MATCH PAGE 1 OF THE BID http://www.irs.gov/pub/irs-pdf/fw9.pdf	<u>YES</u>
_____ DMA CERTIFICATE-CLICK LINK ON PAGE 2 TO DOWNLOAD FORM	<u>YES</u>
_____ AFFIRMATIVE ACTION CERTIFIED-CLICK LINK BELOW AND COMPLETE http://business.ohio.gov/efiling/	<u>YES</u>

****SUBMISSION MATERIALS**
REQUIRED DURING THE EVALUATION PROCESS

_____ WORKERS' COMPENSATION REQUIREMENTS (ARTICLE S-12)	<u>YES</u>
_____ EMPLOYER'S LIABILITY (STOP GAP) \$1,000,000.00 COVERAGE	<u>YES</u>
_____ AUTOMOBILE AND GENERAL LIABILITY INSURANCE (ARTICLE S-13)	<u>YES</u>

SUBMIT AN ACCORD CERTIFICATE OR SIMILAR CERTIFICATE FROM YOUR INSURANCE AGENT/CARRIER SHOWING COMPLIANCE WITH THE REQUIRED COVERAGE AMOUNTS. INSURANCE POLICIES ARE NOT ACCEPTABLE. THE CERTIFICATE MUST ALSO (1) DESIGNATE THE STATE OF OHIO AS AN ADDITIONAL INSURED, (2) BE ENDORSED TO INCLUDE A BLANKET WAIVER OF SUBROGATION, (3) INDICATE COVERAGE AS PER PROJECT OR PER LOCATION BASIS, 4) STATEMENT THAT THE COMMERCIAL GENERAL LIABILITY INSURANCE IS PRIMARY OVER ANY OTHER COVERAGE. AFTER NOTIFICATION BY THE STATE, FAILURE TO PROVIDE THE CERTIFICATE AS REQUIRED WILL CAUSE YOUR BID TO BE DEEMED NON RESPONSIVE.

* Mandatory submissions must be submitted with the bid response. Refer to Bid Page 16, Mandatory/Required Submissions.

** Required documentation/materials shall be submitted with the bid. If not required for submittal with the bid, the bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services.

This checklist is provided solely for the bidder's benefit. Submission of the mandatory/required materials does not guarantee that the bidder will be deemed compliant with all of the specifications and requirements as stated in this bid. Completing this checklist does not absolve the bidder's responsibility to thoroughly review and understand all of the specifications and requirements as stated in this bid.

APPENDIX "A"

STATE OF OHIO
DIVISION OF LIQUOR CONTROL

SCHEDULE OF RATES AND CHARGES FOR SUPPLYING
WAREHOUSING SPACE AND SERVICE TO THE OHIO DIVISION OF LIQUOR CONTROL

NOTE: If Bidder Chooses to Bid Multiple Locations the Bidder Must Copy This Form (APPENDIX "A" and Page A-1) and Submit a Copy for Each Location Bid

2. The _____ whose address is _____, hereby submits the following proposal for supplying of storage space and service to the State of Ohio, Division of Liquor Control, the following location:

3. Location of warehouse (describe fully):

4. Attach a scale diagram showing the ground floor plan of the warehouse, including the names of all streets and rail-road sidings adjoining the property together with their capacity. The area and platform space to be used by the contract carrier must be clearly indicated.
5. Date organization was formed: _____
6. Date the present controlling interest was acquired: _____
7. Do any of the following designated persons have any interest directly or indirectly in the business of any distiller, rectifier, winemaker, brewer, sales agency, wholesale distributor, retailer of beer, mixed beverages, wine or spirituous liquor as defined by Section 4301.01, Revised Code of Ohio (Section II.A. of the Invitation To Bid).
 - (1) Corporate Directors _____
 - (2) Corporate Officers _____
 - (3) Stockholders _____
 - (4) Partners _____
 - (5) Employees _____
 - (6) Agents _____

If the answer is "Yes" to any of the foregoing questions, explain the connection fully on an attached sheet.

7. Within seven (7) days after notification a recent (within the past 12 calendar months) financial statement together with a verified list of all directors, officers, stockholders or partners, as the case may be, and other persons having an interest in the business of the bidder must be submitted. The list shall show the name, address, date acquired, and whether the interest is held in trust, proxy, or otherwise. If any stock of the bidder is owned or held by another corporation, give the same information as required above relative to the stockholding corporation.
8. The Federal Tax Identification Number is _____
9. The Ohio Bureau of Workers' Compensation risk number is _____
10. Indicate the fire insurance rating for each building described as part of this bid

A-1

11. The 80% co-insurance rates as established by the Ohio Insurance Service Office are as follows:

	ONE YEAR	SIX YEARS
(a) Fire	_____	_____
(b) Sprinkler Damage	_____	_____
(c) Windstorm, etc.	_____	_____
(d) Extended Coverage	_____	_____

12. Describe the protection service system used (Warehousing Specifications Section III.B.2. of the Invitation To Bid):

13. Please state normal daily working hours (Monday - Friday). Also state normal holidays for warehouse closing.

14. The maximum space available for storage of spirituous liquors and paper bags is (Warehousing Specifications Sections III.B.4 and III.B.5 of the Invitation To Bid): _____ sq. ft.

15. Two persons designated by the warehouse who shall have primary and secondary (respectively) responsibility for communication with the Division of Liquor Control regarding the daily operations (inventory shipments and reporting) of the warehouse will be (Warehousing Specifications Section III.B.13 of the Invitation To Bid): _____

16. If the computer's main frame server is to be located at a location other than the warehouse building, complete the following (Warehousing Specifications Section III.C of the Invitation To Bid):

Company Name: _____

Address: _____

Equipment to be used: _____

EXHIBIT "A"

FORMULA FOR COSTING WAREHOUSE BIDS

(Charges listed below are for example only.)

1. Handling Costs

Total receipts (times) handling charges

Example : $383,675 \times \$.57$ (include both handling in and handling out) = \$ 218,695

2. Storage Charges (1st - 15th)

All cases received from 1st of the month through 15th (times) storage charge

Example : $183,278 \text{ cases} \times \$.165$ = \$ 30,241

3. Storage Charges (16th - End of Month)

All cases received from the 16th to the end of the month (times) storage charge

Example : $200,397 \text{ cases} \times \$.083$ = \$ 16,632

4. Renewal Charge

Total of all monthly ending inventories (times) renewal charge

Example : $929,174 \text{ cases} \times \$.165$ = \$ 153,314

EXHIBIT "B"

TOLEDO DISTRICT
 WAREHOUSE MOVEMENTS & INVENTORY STATUS
 01/01/08 thru 12/31/08

By Period Calendar year 2008	Receipts first 1/2 of month	Receipts second 1/2 of month	Withdrawals	15th Closing Inventory	Month end Closing Inventory
1/15	11,982		17,115	92,778	
1/31		22,499	18,063		97,191
2/15	18,690		17,617	98,075	
2/1		14,346	16,124		96,286
3/15	21,726		16,127	101,807	
3/31		19,074	18,025		102,809
4/15	15,881		18,337	100,276	
4/30		24,397	20,502		104,096
5/15	15,800		21,116	98,807	
5/31		21,680	20,581		99,786
6/15	19,108		20,871	97,957	
6/30		19,698	23,326		94,217
7/15	24,116		23,463	94,822	
7/31		29,601	24,621		98,360
8/15	19,719		21,560	96,486	
8/31		30,090	22,530		104,005
9/15	29,575		18,364	115,095	
9/30		21,263	19,074		117,231
10/15	26,385		18,112	125,473	
10/31		16,692	21,991		120,142
11/15	18,850		18,472	119,991	
11/30		21,161	20,965		120,223
12/15	20,259		24,419	116,004	
12/31		12,150	27,045		101,047
Total Withdrawals			488,420		
Receipts by period	242,091	252,651			
Total Receipts 2008	494,742				

EXHIBIT "C"
 CINCINNATI DISTRICT
 WAREHOUSE MOVEMENTS & INVENTORY STATUS
 01/01/08 thru 12/31/08

By Period Calendar year 2008	Receipts 1st 1/2 of month	Receipts 2nd 1/2 of month	Withdrawals	15th Closing Inventory	Month end Closing Inventory
1/15	29,927		29,384	137,470	
1/31		31,460	32,148		136,782
2/15	28,997		33,439	132,340	
2/1		28,078	26,571		133,847
3/15	36,577		33,999	136,425	
3/31		32,992	34,043		135,374
4/15	31,748		30,522	136,600	
4/30		27,570	35,676		128,494
5/15	38,851		34,067	133,278	
5/31		31,566	35,714		129,130
6/15	31,224		33,889	126,465	
6/30		38,013	35,948		128,530
7/15	41,542		31,744	138,328	
7/31		47,079	39,879		145,528
8/15	38,617		35,424	148,721	
8/31		39,951	36,334		152,338
9/15	37,972		25,460	164,850	
9/30		50,944	39,978		175,816
10/15	38,200		34,260	179,756	
10/31		44,396	40,507		183,645
11/15	30,750		34,422	179,973	
11/30		34,771	35,898		178,846
12/15	48,228		46,209	180,865	
12/31		35,741	49,898		166,708
Total Withdrawals			845,413		
Receipts by period	432,633	442,561			
Total Receipts 2008	875,194				

EXHIBIT "D"
 CLEVELAND DISTRICT
 WAREHOUSE MOVEMENTS & INVENTORY STATUS
 01/01/08 thru 12/31/08

By Period Calendar Year	Receipts 1st 1/2 of month	Receipts 2nd 1/2 of month	Withdrawals	15th Closing Inventory	Month end Closing Inventory
1/15 1/31	49,705		54,822 67,729		267,895
2/15 2/1	53,719		53,303 61,305	268,311	266,395
3/15 3/31	71,093		54,712 63,335	282,776	290,745
4/15 4/30	60,962		66,972 68,321	284,735	281,738
5/15 5/31	54,918		66,280 69,013	270,376	262,943
6/15 6/30	71,563		70,491 75,906	264,015	250,926
7/15 7/31	68,412		76,073 78,072	243,265	235,040
8/15 8/31	73,901		65,486 72,258	243,455	264,411
9/15 9/30	92,673		62,170 70,309	294,914	309,548
10/15 10/31	79,382		65,912 71,840	323,018	340,096
11/15 11/30	61,772		68,809 73,262	333,059	327,263
12/15 12/31	71,203		89,881 94,473	308,585	294,127
Total Withdrawals			1,660,734		
Receipts by period	809,303	874,160			
Total Receipts 2008	1,683,463				

EXHIBIT "E"

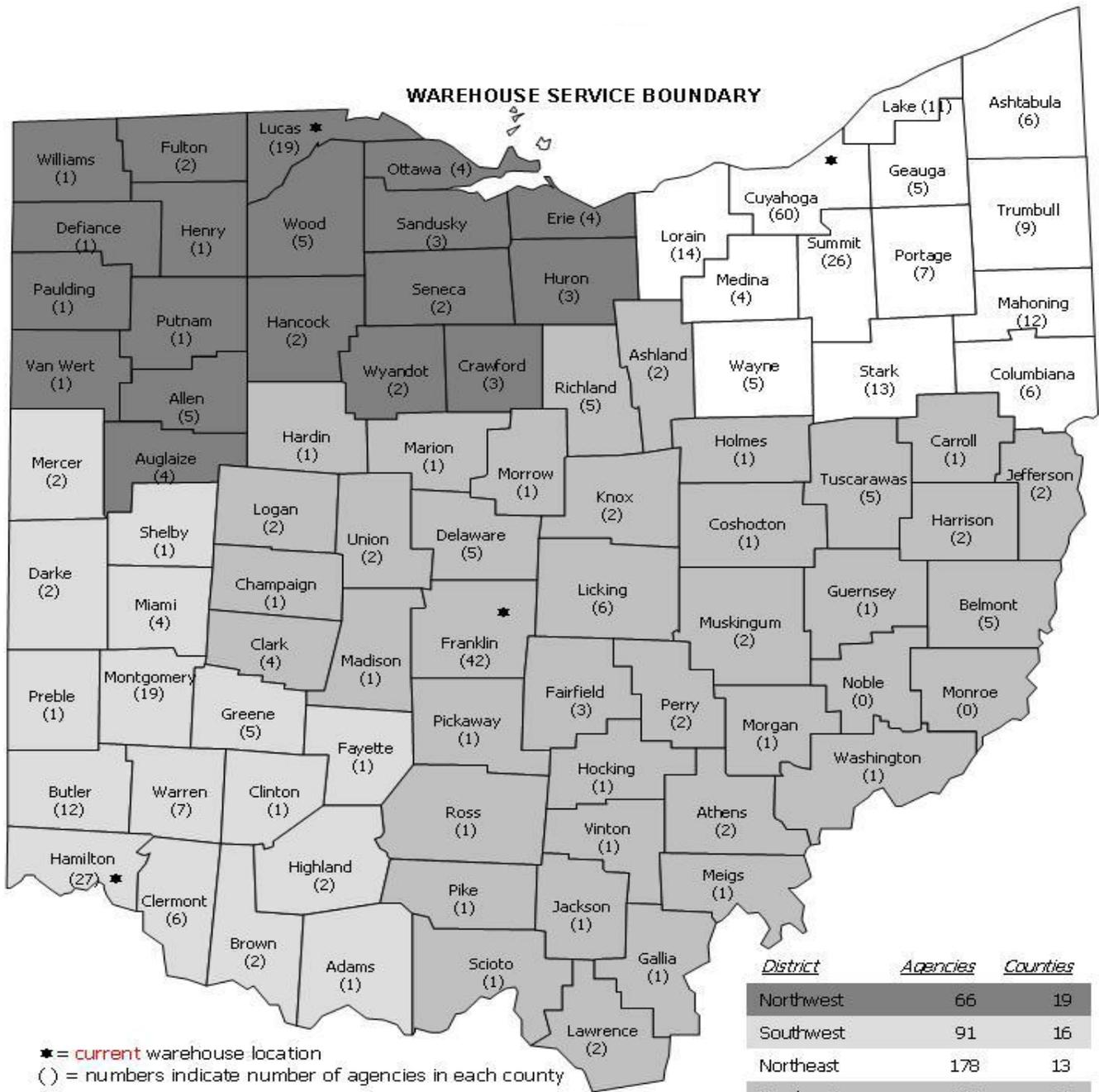


EXHIBIT "F"

Data Processing Equipment and Reporting Requirements

The DOLC will **retrieve** the data prepared by warehouse(s) over an internet connection with the capability of transferring and receiving files via FTP, FTPS, SFTP OR HTTPS. Data includes, but is not limited to:

1. Liquor orders shipped to agencies, by brand number & case and/or bottle quantity, total cases, total bottles.
2. In-bound receiving reports by vendor, brand number & quantity (includes paper products, bags or other material deemed necessary by DOLC for transacting business)
3. Transactions that affect inventory such as breakage, receipt corrections, audit adjustments, inventory transfers between warehouses etc. Inventory must be allowed to go negative. Full set of adjustment codes provided in other attachments.
4. Closing inventory data (case & bottle count) by brand for all Bailment liquor (vendor owned) and state owned bags and paper at the close of each business day.
5. Transmission of daily activity must take place prior to the automated processing schedule of DOLC. This typically is the end of the business day at 6:00 p.m. Monday - Friday. Considerations for warehouse workload may adjust schedule as will official state holidays or unforeseen circumstances.

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

The DOLC will **transmit** data to the warehouse(s) in the same method described in the first paragraph above consisting of 3 record layouts that support the following:

1. Liquor orders which may include paper bags and other non-liquor item(s) to be shipped to an agency via trucking contractor or at vendor expense.
2. Warehouse to warehouse transfer data (liquor or DOLC owned paper products).
3. Non-standard liquor orders such as vendor or manager pick up.

The contractor shall be required to prepare a Bailment Withdrawal Report for all merchandise shipped to Ohio liquor agencies. The DOLC requires a full data set including bags & paper. The reports will be created for each 15-day period as defined by DOLC. A separate report by Liquor Vendor will be produced and provided to each Liquor Vendor and Ohio liquor Broker. The report will show shipment date, agency number, order number, case(s) and partial cases(bottles) for each liquor brand. In addition to Bailment withdrawal activity, separate reports showing any other activity that affects inventory numbers must be included. This includes, but is not limited to: inbound receipts, military shipments, salesperson sample pick-ups, breakage, audit adjustments, etc. Electronic media, internet, or email attachments are required methods for dissemination of these reports. Vendor and Broker contact information will be provided by the Division.

The contractor shall be required to maintain records of all non-bailment transactions that affect inventory such as Military Shipments, Receipt Corrections, Audit Adjustments, Breakage, Warehouse-to-Warehouse transfers, Salesperson Sample pick-up, etc. (full set of adjustment codes provided in other attachments).

The DOLC will provide preprinted computer forms, and will retain control of the format for the printing of document titled "Agency Invoice" used for shipments to liquor agencies.

Full data requirements will be supplied by Ohio Department of Commerce - Administration - Information Technology Group: protocol, file formats, record layouts, etc. can be obtained at the following link on the website of the Division of Liquor Control: <http://com.state.oh.us/liqr/docs/WarehouseDocumentation.pdf>.

Additional Requirements:

1. Relationship to trucking contractor: Warehouse contractor will provide to the trucking contractor a daily copy of file(s) gathered 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 via an internet connection with the capability of transferring and receiving files via FTP, FTPS,SFTP OR HTTPS in a like manner as communication between warehouse(s) and the Division.
2. These files will be used to check liquor loads (via a scanning device) where actual picked cases are checked against ordered cases. Load discrepancies will be resolved using this method of cross-checking for accuracy prior to delivery to liquor agency. Warehouse contractor will provide adequate personnel for immediate resolution of load discrepancy issues.
3. Warehouse contractor may be required to obtain access to the Division's host computer via terminal emulation software. This access will allow view-only sessions in which brand and vendor data can be gathered to incorporate into contractor database(s). Information such as assigned Ohio brand code for new items, bottles per case, vendor addresses and contact information for billing purposes, allocation status, brand proof and other information that may be valuable to inventory and brand maintenance programs may be accessed.

