

# 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 <b>OT904813</b>	OPENING DATE (1:00 p.m.) <b>FEBRUARY 15, 2013</b>	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. <b>COM006</b>	BID NOTICE DATE <b>1/30/2013</b>	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			
<b>PARTICIPATING AGENCY(IES):</b> OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL, 6606 TUSSING RD., REYNOLDSBURG, OH 43068			
<b>MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH.</b>			
<b>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</b>			
<b>LIQUOR BAGS, PAPER</b>			
<b>TERM OF CONTRACT:</b> 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>March 1, 2013</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>February 29, 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.			
<b>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS,</b> Revised 09/2012, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: <a href="#">Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions.</a> All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
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.			
Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at <a href="http://www.procure.ohio.gov/">www.procure.ohio.gov/</a> . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
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)

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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>

## SPECIAL CONTRACT TERMS & 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: Supplies will be delivered to the participating agency within thirty (30) days after receipt of order and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within seven (7) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

DESCRIPTIVE LITERATURE: The bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

AUTHORIZED DEALER STATEMENT: Bidders responding to this Invitation to Bid must be authorized dealers or manufacturers of the products they are bidding. Bidders should submit, with the bid, certification attesting to the fact they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized manufacturer's representative. If not provided with the bid response bidder will be required to provide the said certification within seven (7) calendar days, after notification, to the Office of Procurement Services. Failure to provide the certification with the bid or within the stated time period will result in the bidder being deemed as not responsive.

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 price per thousand and then add these totals together.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Failure to bid all items may result in the bidder being deemed not responsive.

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 Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jennifer Shaefer.

SPECIAL CONTRACT TERMS & CONDITIONS (Cont'd)

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first six (6) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

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.
- 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 SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

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 or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

SPECIAL CONTRACT TERMS & CONDITIONS (Cont'd)

INSURANCE REQUIREMENTS:

Bidders should provide with their bid, documentation of the following insurance coverages required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 (refer to the Bid Page One, link to Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions):

1. Ohio Workers' Compensation Certificate.
2. Employer's Liability (Stop Gap) insurance with limits of not less than one million (\$1,000,000.00) dollars.
3. Automobile Liability with limits in accordance with Federal and State laws.
4. Commercial General Liability Insurance:
  - a. Minimum limits of \$500,000.00 per occurrence.
  - b. Minimum limits of \$1,000,000.00 annual aggregate.
  - c. The State shall be listed as the certificate holder.
  - d. To be compliant, the Commercial General Liability policy must include the following three endorsements:
    - 1) a blanket waiver of subrogation.
    - 2) a statement that the Commercial General Liability coverage is primary over any other coverage.
    - 3) a designation of the State as an additional insured.

An insurance certificate, compliant with the requirements of the Contract Terms and Conditions, must be delivered to the Office of Procurement Services within seven (7) calendar days after notification. Failure to provide a compliant certificate within the stated time frame will cause the bidder to be deemed not responsive.

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.

## SPECIFICATION

I. SCOPE: The purpose of this bid is to obtain a contractor to supply Liquor Bags, Paper to various warehouses on behalf of the Ohio Department of Commerce, Division of Liquor Control. Orders will be placed quarterly, in truckload quantities. The contractor shall make delivery, F.O.B. destination prepaid. The term of any ensuing contract is to be three (3) years, from March 1, 2013 through February 29, 2016.

### II. GENERAL REQUIREMENTS:

- A. CHANGE OF SOURCE(S): The successful bidder(s) shall not change, unless approved by the state in writing, the manufacturing source(s) specified in their bid. Failure to comply with this requirement may subject the resulted contract to cancellation.
- B. RECYCLED CONTENT: Either Virgin or Recycled liquor bags may be offered. Vendors may contact the Ohio Department of Natural Resources, Division of Recycling and Litter Prevention at (614) 265-6363, for a listing of recycle content product manufacturers.
- C. WORKMANSHIP: All products shall be free from defects, which may affect their durability, serviceability, and appearance. Any evidence of such defects, which detract from the appearance or may impair serviceability, shall be cause for rejection. All products must comply with applicable industry standards for manufacturing quality control and quality assurance. Bidders may be required to submit descriptive literature, detailed specifications, and samples to verify quality standards.
- D. CASE PACKING: Unless indicated otherwise, all items shall be packaged according to normal industry standards. Orders placed against this contract will be in full case lots only. No broken case/roll lots will be ordered from this contract.
- E. PACKING AND LABELING: Cartons or packages furnished to the State as a result of an awarded contract shall be packaged and labeled in accordance with the best industry practices and shall meet all state and federal regulations for such products including all labeling and imprint requirements. All items furnished shall be packaged in such a manner to protect contents from deterioration, prevent loss or damage and to facilitate handling of the item. Any evidence of such defects, which detract from the appearance or may impair serviceability, shall be cause for rejection. Cartons shall be properly marked as to their contents including warning statements, if any.

### III. SPECIFICATIONS

- A. All bags shall be manufactured from brown Kraft paper in sizes and basis weights as indicated in the pricing section of this invitation to Bid.
- B. Bags shall be packed in bales and banded on reusable pallets. Variation in bale size will be acceptable if commonly used in the marketplace for the commodity.
- C. There shall be no visible defects such as tears, over-gluing, or imperfect seam seals.
- D. Bags shall be ordered in truckload lots, either as one item or assorted items, for shipment to any one or group of the following State Liquor Warehouses. During the term of this contract the warehouse addresses may change within a specific district, however, the major city will not change.

District A: Lewis & Michaels, Inc., 2940 Highland Ave., Cincinnati, OH 45212 – Ron Confer – (513) 731-2012, FAX: (513) 731-2072

District B: Spartan Warehouse & Dist. Co., 4150 Spartan Dr., Oregon, OH 43606 – Chuck Harrison – (419) 691-3111, FAX: (419) 691-3831

District C: North Coast Logistics, Brentnell Ave., Columbus, OH 43219 – Andrew Royce – (614) 253-8624, FAX: (614) 253-8630

District D: Hand-it, Inc., 20001 Euclid Ave., Euclid, OH 44117 – Jim Hudson – (216)481-5638, FAX: (216) 481-0918

SPECIFICATION (Cont'd)

- E. All items in this category shall be delivered on 48" x 40" GMA pallets at no additional charge. Pallets are available for exchange. Delivery appointments are necessary. Failure to ship merchandise on pallets will result in the rejection of the shipment by the ordering agency.

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BID PRICE PAGE

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 Procurement Services and not used in the evaluation and any subsequent award. Requested product information must be provided.

LIQUOR BAGS, PAPER

ITEM ID NO	DESCRIPTION	MFG. STYLE NUMBER	CASE PACK (BAGS/BALE)	ESTIMATED ANNUAL USE	PRICE (PER THOUSAND)
9288	Pint Liquor Bag 35# brown Kraft paper Pinch Bottom 4,000/bale Width Range: 3 1/2" – 4" Depth Range: 2 1/4" – 2 3/4" Length Range: 11 1/2" – 12"			8,468,000 each (2117 bales)	\$ m

Pint Bag Dimensions – Width: \_\_\_\_\_ Depth: \_\_\_\_\_ Length: \_\_\_\_\_

Brand/MFG. Bidding: \_\_\_\_\_ Basis Weight: \_\_\_\_\_ Bale Weight: \_\_\_\_\_

ITEM ID NO	DESCRIPTION	MFG. STYLE NUMBER	CASE PACK (BAGS/BALE)	ESTIMATED ANNUAL USE	PRICE (PER THOUSAND)
3634	Quart Liquor Bag 35# brown Kraft paper Pinch Bottom 2,000/bale Width Range: 4 7/8" – 5" Depth Range: 2 7/8" – 3" Length Range: 16" – 16 1/2"			15,820,000 each (7910 bales)	\$ m

Quart Bag Dimensions – Width: \_\_\_\_\_ Depth: \_\_\_\_\_ Length: \_\_\_\_\_

Brand/MFG. Bidding: \_\_\_\_\_ Basis Weight: \_\_\_\_\_ Bale Weight: \_\_\_\_\_

BID PRICE PAGE (Cont'd)

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 Procurement Services and not used in the evaluation and any subsequent award. Requested product information must be provided.

LIQUOR BAGS, PAPER

ITEM ID NO	DESCRIPTION	MFG. STYLE NUMBER	CASE PACK (BAGS/BALE)	ESTIMATED ANNUAL USE	PRICE (PER THOUSAND)
7907	2 Quart Liquor Bag, 12# 40# brown Kraft paper Automatic Square Bottom 1000/bale Width Range: 7" – 7 ½" Depth Range: 4 ¼" – 4 ¾" Length Range: 13 ½" – 14"			5,979,000 each (5979 bales)	\$ m

2 Quart Bag Dimensions – Width: \_\_\_\_\_ Depth: \_\_\_\_\_ Length: \_\_\_\_\_  
 Brand/MFG. Bidding: \_\_\_\_\_ Basis Weight: \_\_\_\_\_ Bale Weight: \_\_\_\_\_

ITEM ID NO	DESCRIPTION	MFG. STYLE NUMBER	CASE PACK (BAGS/BALE)	ESTIMATED ANNUAL USE	PRICE (PER THOUSAND)
3634	4 Quart Liquor Bag, 25# 57# - 60# brown Kraft paper Automatic Square Bottom 500/bale Width Range: 8" – 8 ½ " Depth Range: 5 ¼" – 5 ¾ " Length Range: 17 ½" – 18"			2,402,500 each (4805 bales)	\$ m

4 Quart Bag Dimensions – Width: \_\_\_\_\_ Depth: \_\_\_\_\_ Length: \_\_\_\_\_  
 Brand/MFG. Bidding: \_\_\_\_\_ Basis Weight: \_\_\_\_\_ Bale Weight: \_\_\_\_\_