

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <u>OT906410</u>	OPENING DATE (1:00 p.m.) <u>FEBRUARY 26, 2010</u>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. COM003	BID NOTICE DATE FEBRUARY 22, 2010	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____Days, Net 30 Days			
<u>PARTICIPATING AGENCY(IES):</u> OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL, 6606 TUSSING ROAD, REYNOLDSBURG, OH 43068			
ADDENDUM FOR CHANGE ADDENDUM NO.: 2 REVISION DATE: 02/18/10			
<u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:</u> REGIONAL DISTRIBUTION AND TRANSPORTATION SERVICES FOR SPIRITUOUS LIQUOR AND PAPER BAGS			
Attached are pages 3, 5, 6 and 8 to this Invitation to Bid. Remove the corresponding pages from the existing bid and replace with the attached.			
As indicated herein this addendum is issued to make changes effective 02/18/10			

SPECIAL CONTRACT 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.

MANDATORY BID CONFERENCE: A mandatory bid conference will be held on February 18, 2010 at 10:00 a.m. Office of State Procurement, 4200 Surface Road, Columbus, OH 43228-1395 to discuss the requirements of the bid. The conference will commence promptly at 10:00 a.m., barring an unforeseen circumstance that result in a delay of the conference. Attendance will be taken. The state will not be responsible to a bidder for their failure to obtain information discussed during the bid conference due to their arriving after the conference has convened. Bidders who fail to attend the mandatory bid conference will be deemed not responsive.

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

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

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

PERFORMANCE BOND: The Director of Administrative Services may require the bidder to furnish a performance bond in the amount of one hundred thousand (\$100,000.00) dollars for the Columbus district prior to award of the contract. The performance bond will be used in the evaluation process to determine the lowest responsive and responsible bidder. The bidder will be required to provide said performance bond to the Office of Procurement Services within ten (10) calendar days after notification. Failure to provide the performance bond within the stated time period will result in the bidder being deemed not responsive.

*Indicates change effective 02/18/10.

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

I. SCOPE AND CLASSIFICATION:

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

II. BIDDER RESPONSIBILITIES:

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

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

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

*Deleted paragraph.

5. A letter attesting that the services offered in response to this invitation, meet or exceed the specifications covering the service or services herein, must be submitted with each response. Furthermore, this letter shall be on business or corporate letterhead paper and signed by an officer of the company or someone who can bind the company.
- C. Failure to submit the above items may cause your bid response to be deemed as non-responsive and the bid response may be immediately disqualified with no further consideration given for potential awarding of the contract.

*Indicates paragraph has been deleted effective 02/18/10.

SPECIFICATIONS (Cont'd)

III. SUBCONTRACTING

- A. If any part of the requirements herein are to be subcontracted, the prime Contractor must provide a complete description of the subcontract and contractual agreements to the Ohio Department of Administrative Services, State Purchasing, with the bid.
- B. *Contractor shall supply a list of names of subcontractor(s) participating in the contract. The Contractor shall limit the combined participation of all subcontractors to no more than 15%.
- C. During the term of the contract, any changes in subcontractors shall be subject to prior approval by State Purchasing and the Division of Liquor Control.
- D. Failure to submit subcontracting information may cause your bid response to be deemed as non-responsive and the bid response may be immediately disqualified with no further consideration given for potential awarding of the contract.

IV. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall assume absolute and entire liability for any loss of any equipment, carton, case, and/or bundles while Contractor has possession of state property. Said liability shall commence when the shipments have been receipted and shall terminate when the shipments have been delivered to the designated destination.
 - 1. Contractor shall be liable for any damage or loss to Division of Liquor Control's merchandise while it is in the Contractor's possession or control. Contractor shall examine and count all packages and containers received by it for shipment and delivery by comparing brand codes and quantities as indicated on authorizations. Unless damage or discrepancy is noted by the Contractor's representative on the agency invoice at the time of receipt, Contractor shall be responsible for the amounts of merchandise therein as being shipped.
 - 2. Damaged merchandise delivered to sales outlets in cardboard containers or packaging evidencing outwardly visible signs of damage shall be the responsibility of the Contractor. Contractor shall sign acknowledgment of such damaged merchandise at time of delivery. Damaged merchandise delivered to sales outlets which are concealed by cardboard containers or packaging which does not evidence outwardly visible signs of damage shall be the responsibility of the product vendor.
 - 3. Damage occurring during unloading of trucks at the sales outlets shall be the responsibility of the Contractor if such damage is the result of the merchandise being dropped or otherwise mishandled by Contractor's agents or employees or is the result of a collision with other merchandise on the sales outlet's conveyor system.
 - 4. All damaged merchandise shall remain at the sales outlet to which it has been delivered and shall not be refused or returned to the Contractor, over shipments excepted.
 - a. The Contractor's entire liability and the state's sole and exclusive remedies for claims related to or arising out of this contract for any cause and regardless of the form of action, whether in contract or in tort, shall be as set forth in this contract, including all legal and equitable remedies.
 - b. In the event that the Contractor fails to cure a default as defined in the bids Standard Contract Terms and Conditions, revised 10-01-07 Article 1.C, the Contractor agrees to reimburse the state for any actual or direct losses incurred and identified by the state. In the event the direct losses or direct damages are uncertain or difficult to ascertain by the state, the Contractor agrees to pay the state liquidated damages in the amount of five hundred (\$500.00) dollars per day. Said payments shall accrue from the first day of a default, until the day that it is agreed to by the Contractor and the state that the default has been remedied, or until one hundred and eighty (180) days from the first day of default, whichever is sooner. The Director, Department of Administrative Services may, in writing, waive or delay the accrual of liquidated damages. In addition, the Contractor agrees that the state shall have the right to terminate the contract without liability to the state whatsoever.

*Indicates change effective 02/18/10.

SPECIFICATIONS (Cont'd)

- E. Transportation equipment to be furnished by the Contractor shall be industry standard, serviceable, weatherproof, closed-type truck or trailer which can be securely locked. Further, services to be performed by the Contractor under this contract shall be performed by the Contractor with equipment owned or leased by the bidder, and such equipment shall be devoted exclusively to the performance of this contract and shall be dedicated to the exclusive use for Division of Liquor Control deliveries. *(See Exhibits C and D.)
1. Straight trucks, which meet the above requirements, must be furnished and utilized by the Contractor for those sales outlets that can only accommodate these types of vehicles for liquor deliveries.
 2. Each trailer must contain an "E-Track Securement System" or a comparable load securement system.
- F. All palletized shipments shall be shrink-wrapped by the Contractor prior to shipment.
1. No cases shall be stacked higher than five (5) on any skid. Noncompliance will result in a penalty of \$100.00 per outlet levied against the contract carrier. However, if the carrier receives permission from Division of Liquor Control on a per case basis and waiver is granted, no penalty will be imposed.
 2. Contractor shall provide the following services to all sales outlets that can accept a palletized delivery:
 - a. A pallet jack to place the full skids in the dock area of the sales outlet.
 - b. Assist the agent in checking-in the delivery by exposing the case label.
 - c. Contractor is to purchase and utilize a Rotary Arm Tripod Freestanding machine for wrapping pallets of spirituous liquor prior to shipping.
- G. Contractor shall provide a General Manager with an office or offices within the state of Ohio with the responsibility of coordinating all aspects of distribution, including, but not limited to:
1. Supervision of the dispatching of equipment and the maintenance of distribution to sales outlets in compliance with the delivery schedule, including increasing staffing and equipment levels to meet increased demands.
 2. Investigation and settlement of claims.
 3. Tracking of shipments by a GPS system.
 4. Submission of all invoices for hourly work and transfers.
 5. Ability for General Manager to communicate directly with all drivers at all times.
- H. Contractor shall provide a representative at the warehouse who shall be responsible for:
1. Receiving, quality assurance, loading, and shrink-wrapping, spirituous liquor and paper bags from the warehouses.
 2. Checking brand codes and quantities as indicated on agency invoices by scanning.
 3. Record keeping for all shipments transported.
 4. Dispatching of equipment in order to maintain established distribution schedules.

*Indicates change effective 02/8/10.

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