

OHIO TURNPIKE COMMISSION

ADDENDUM NO. 1

**BID INVITATION NO. 4159
FOR FURNISHING INTERIOR AND EXTERIOR SERVICE PLAZA FURNITURE**

OPENING DATE:
2:00 P.M. (E.D.T.), MARCH 31, 2011

ATTENTION OF BIDDERS IS DIRECTED TO:

QUESTIONS AND ANSWERS THROUGH 12:00 P.M., MARCH 25, 2011

MODIFICATIONS TO THE BIDDING DOCUMENTS

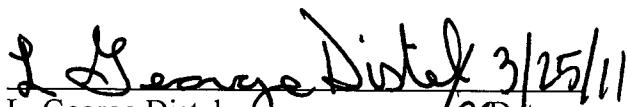
NOTICE TO BIDDERS

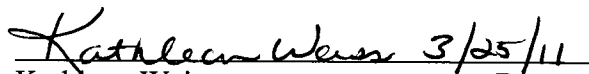
Page 1a

SPECIAL PROVISIONS

Page 8c

Issued by the Ohio Turnpike Commission March 25, 2011. Authorized by L. George Distel, Executive Director, and Kathleen Weiss, Director, Contracts Administration.


L. George Distel 3/25/11
Date


Kathleen Weiss 3/25/11
Date

QUESTIONS AND ANSWERS THROUGH 12:00 P.M., MARCH 25, 2011:

Q#1. I looked over the bid again on the cease fire urns and I wanted to verify that it is Model #26800 since it is not exactly stated. It also states "tie-down notches or another method to secure receptacle so as to protect against theft and severe weather conditions are desired." The urns have a spot where a cable can be attached to secure it to an object (see picture below), but the cable is not standard with the urns. The bid doesn't specifically say the cable is needed, just that the urns have a notch to be able to secure them. Do you want the cables?

A#1 The cigarette receptacle specified (Group VII) is Justrite Model 26800, color: beige. The vendor to whom award is made is not required to provide cable for the tie-down feature. Ohio Turnpike Commission personnel will be responsible for setting these items into place once construction is complete.

Q#2 Anchor Cable Kit for Elite Smokers' Cease Fire Urn
Are we able to just deliver the urns and not unpack, set in place, and remove the debris as per the bid specifications?

A#2 This item will not require unpacking, installation (set-up), and debris removal. The language in the Bid Invitation on page 8c shall, therefore, be waived with respect to unpacking, installation and debris removal. In addition, this language will be waived for Groups V, VI, VII AND VIII.

Q#3 Is it necessary for me to get a bid bond for just the ash urns?

A#3 In the event your firm's total for all items bid does not exceed \$50,000, the requirement for a Bid Guaranty/Performance Bond will be waived by the Commission. However, bid splitting for the purposes of this Invitation (i.e., the submission of two separate bids for different items from the same vendor) is expressly prohibited and will result in a rejection of all bids received from such vendor.

THE FOLLOWING MODIFICATIONS ARE MADE TO INVITATION NO. 4159:

Modifications are shown with ***bold italicized*** text and deletions are shown with ~~strikethrough~~ text. Bidders should make sure to replace pages 1a and 8c with the attached replacement pages.

Page 1a – NOTICE TO BIDDERS: The following language is inserted at the beginning of the fifth paragraph as it relates to the Bid Guaranty/Performance Bond requirement:

"For Bids where the total amount for all items bid exceeds \$50,000, each ~~Each~~-Bid must be accompanied by a Combination Ten Percent (10%) Bid guaranty Bond/Performance Bond Form covering Fifty Percent (50%) of the estimated Contract value, or a certified check, cashier's check or letter of credit on a solvent bank, payable to the order of the Ohio Turnpike Commission, in an amount not less than Ten Percent

(10%) of the net total amount Bid *bid*, adjusted for a twenty (20) day term discount if offered. These Bid Guaranty requirements are in conformance with the Ohio Revised code Sections 153.54 and 9.312.”

Page 8c – SPECIAL PROVISIONS: The following language is inserted in the Section entitled “Delivery” immediately after the chart which ends on page 8c.

“The Commission will not require unpacking, installation or debris removal for the items listed under Groups V, VI, VII and VIII. Therefore, these requirements, as listed in the next paragraph, are not applicable to Groups V, VI, VII and VIII, however, the remainder of the paragraph is applicable to all Groups.”

Receipt of Addendum No. 1, Invitation No. 4159 is hereby acknowledged:

(Firm Name) _____

(Signature) _____

(Printed Name) _____

(Date) _____

BIDDERS MUST RETURN THE ABOVE ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 1 WITH THEIR BID.

OHIO TURNPIKE COMMISSION

682 PROSPECT STREET

BEREA, OHIO 44017

NOTICE TO BIDDERS

INVITATION NO. 4159

Sealed Bids for furnishing to the Ohio Turnpike Commission, its requirements for Interior and Exterior Service Plaza Furniture, will be received in the office of the Purchasing Manager at the principal office of the Commission, Ohio Turnpike Administration Building, 682 Prospect Street, Berea, Ohio 44017, until 2:00 P.M. (E.D.T.), March 31, 2011.

At said hour all Bids will be publicly opened and read.

The General Terms and Conditions, Specifications, Special Provisions, Bid, Affidavit, Contract and Performance Bond are on file and available to any interested person in the aforesaid Purchasing Manager's office. These documents will be forwarded, upon request and without charge, to any prospective Bidder.

Each Bid must be on the form prescribed by the Commission and must comply with the terms and conditions set forth in the "Contract Documents."

For Bids where the total amount for all items bid exceed \$50,000, each ~~Each~~ Bid must be accompanied by a Combination Ten Percent (10%) Bid Guaranty Bond/Performance Bond Form covering Fifty Percent (50%) of the estimated Contract value, or a certified check, cashier's check or letter of credit on a solvent bank, payable to the order of the Ohio Turnpike Commission, in an amount not less than Ten Percent (10%) of the net total amount Bid bid, adjusted for a twenty (20) day term discount, if offered. These Bid Guaranty requirements are in conformance with the Ohio Revised Code Sections 153.54 and 9.312.

If a Combination Bid Guaranty/Performance Bond will be submitted by a Bidder, such bond must be on a form approved by the Commission. Approved bond forms are contained herein. The certified check, cashier's check, letter of credit or Bid Guaranty Bond will be held by the Commission as a guaranty that, if any Bid is accepted, the Contract Documents will be executed and the performance of the Bid secured. Each such check, letter of credit or Bid Guaranty Bond, or the proceeds thereof, will be returned or retained as provided in the General Terms and Conditions.

SPECIAL PROVISIONS

<u>GROUP</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>LOCATION</u>	<u>DELIVERY DATE</u>
VIII	1	Wooden High Chair	12 Each	Tiffin River Service Plaza	June 6, 2011
	1	Wooden High Chair	12 Each	Indian Meadow Service Plaza	June 6, 2011
	2	Booster Seat	16 Each	Tiffin River Service Plaza	June 6, 2011
	2	Booster Seat	16 Each	Indian Meadow Service Plaza	June 6, 2011

The Commission will not require unpacking, installation or debris removal for the items listed under Groups V, VI, VII and VIII. Therefore, these requirements, as listed in the next paragraph, are not applicable to Groups V, VI, VII and VIII, however, the remainder of the paragraph is applicable to all Groups.

Items are to be delivered to the above-referenced locations fully assembled. As an alternate, the Contractor may provide personnel at the delivery locations to assemble furniture prior to acceptance by the Commission. The Contractor shall be responsible for the movement of items into the spaces/areas that they are to occupy and the removal from Commission premises of crating and packing material. **Pricing shall include any installation fees and/or debris removal fees. Additionally, pricing shall be inclusive of all freight charges.** The Contractor may be required to postpone delivery by up to fourteen (14) days at no additional charge to the Commission. Authorization to deliver will be provided to the respective Contractor(s) by the Commission’s Maintenance Engineer.

Warranty:

Any warranty normally offered to retail trade by the manufacturer shall be offered with the materials furnished under these Specifications and may be considered in the award of Contract.

Delivery:

Delivery of the furniture shall be made by and at the expense of the Contractor to the delivery destination points specified below and shall be completed by the delivery dates specified.

Failure to Deliver on Time:

If the Contractor fails to complete the delivery by the time(s) specified or within the time(s) to which such completion may have been extended, the Contractor shall pay to the Ohio Turnpike Commission the sum of **\$5.00 per day, per Item, per delivery location**, not as a penalty but as liquidated damages, for each calendar day of overrun in time(s). Said liquidated damages may be deducted from amounts due to the Contractor.

The amount of liquidated damages for any day during which the Commission has the beneficial use of the primary or basic units of equipment or material deliverable at any location may be reduced to twenty (20) percent of the amount specified in the first paragraph of this section.*

 *An example of the type of situation covered by this paragraph would be delivery of a major item of construction equipment or a vehicle without some tools, owner's manuals, or incidental items of hardware called for in the Contract, but which do not prevent the use of the equipment or vehicle. Another example would be a case in which equipment had been delivered and installed in a building, but the Contractor had not completed required refinishing and cleanup work made necessary by the installation.