

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 4

TO: LIMITED DISTRIBUTION – OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL, 6606
TUSSING RD., REYNOLDSBURG, OH 43068

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - LIQUOR BAGS, PAPER

As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional twelve (12) months, effective 03/01/12 through 02/28/13.

Attached are pages 1, 3, 6 and 7 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Jennifer Shaefer
jennifer.shaefer@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):
65321
Allstate Industrial Inc.
5022 Lorain Ave.
Cleveland, OH 44102
allstateinc@sbcglobal.net

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
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OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: LIQUOR BAGS, PAPER

CONTRACT No.: OT906708

EFFECTIVE DATES: 03/01/2008 to 02/28/2011
Renewal through 02/28/13 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT906708 that opened on 02/05/08. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL, 6606 TUSSING RD., REYNOLDSBURG, OH 43068, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Jennifer Shaefer **
jennifer.shaefer@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Minority Business Enterprise Award in accordance with ORC CH. 125.081

* Contract renewed 03/01/12 – 02/29/13

** Denotes contact update with Amendment 4.

Signed: _____ Date _____
Robert Blair, Director

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. *

PRICE SCHEDULE

LIQUOR BAGS, PAPER

ITEM ID NO	DESCRIPTION	MANUFACTURER	STOCK NUMBER	BALE PACK	PRICE PER BALE
9288	Pint Liquor Bag 35# brown Kraft paper Pinch Bottom Width: 4" Depth: 2 1/4" Length: 11 1/2"	AJM	LP35NP4M	4,000/bale (53 Lb./bale)	\$53.93
3634	Quart Liquor Bag 35# brown Kraft paper Pinch Bottom Width: 4 1/2" Depth: 2 1/2" Length: 16"	AJM	LQ35NP2M	2,000/bale (42 Lb./bale)	\$35.96
7907	2 Quart Liquor Bag, 12# 40# brown Kraft paper Automatic Square Bottom Width: 7 1/16" Depth: 4 1/2" Length: 13 3/4"	AJM	GB12NP1M	1,000/bale (37 Lb./bale)	\$27.46
3361	4 Quart Liquor Bag, 25# 57# brown Kraft paper Automatic Square Bottom Width: 8 1/4" Depth: 5 1/4" Length: 18"	DURO	80047	500/bale (41 Lb./bale)	\$30.78

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT906708-1 (02/28/13) *



65321
 Allstate Industrial Inc
 5022 Lorain Ave.
 Cleveland, OH 44102

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Mr. Rafael Rivera

Telephone: (216) 939-8195
 Toll Free No.: (800) 251-4811
 FAX: (216) 939-8201
 e-mail: allstateinc@sbcglobal.net

* Denotes twelve (12) month mutual renewal, thru 02/28/13 with Amendment 4, effective 03/01/12.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
4	03/01/12	Twelve (12) month mutual renewal, thru 02/28/13
3	03/20/11	Price increase
2	02/28/11	Twelve (12) month mutual renewal, thru 02/29/12
1	10/12/08	Price increase